

Schedule 1 - Definitions of Contract

| | |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Articles | means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions); |
| Authority | means the Secretary of State for Defence acting on behalf of the Crown; |
| Authority's Representative(s) | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7; |
| Business Day | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| Central Government Body | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency; |
| Collect | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly; |
| Commercial Packaging | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
| Conditions | means the terms and conditions set out in this document; |
| Consignee | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |

| | |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Consignor | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| Contract | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract); |
| Contract Price | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract. |
| Contractor | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority; |
| Contractor Commercially Sensitive Information | means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive; |
| Contractor Deliverables | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract; |
| Control | <p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p> |
| CPET | means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy; |
| Crown Use | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in |

paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations;

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM

means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>;

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;

Delivery Date

means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Denomination of Quantity

means the quantity or measure by which an item of material is (**D of Q**) managed;

Design Right(s)

has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order

means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

Effective Date of Contract

means the date specified on the Authority's acceptance letter;

| | |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Evidence | means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
| Firm Price | means a price (excluding VAT) which is not subject to variation; |
| FLEGT | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging; |
| Government Furnished Assets (GFA) | is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
| Hazardous Contractor Deliverable | means a Contractor Deliverable or a component of a Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released; |
| Independent Verification | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent"; |
| Information | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract; |
| Issued Property | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority; |
| Legal and Sustainable | means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply; |

| | |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Legislation | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; |
| Military Level Packaging (MLP) | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; |
| Military Packager Approval Scheme (MPAS) | is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4); |
| Military Packaging Level (MPL) | shall have the meaning described in Def Stan 81-041 (Part 1); |
| MPAS Registered Organisation | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| MPAS Certificated Designer | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |
| NATO | means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
| Notices | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |
| Overseas | shall mean non UK or foreign; |
| Packaging | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract; |
| Packaging Design Authority (PDA) | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3; |
| Parties | means the Contractor and the Authority, and Party shall be construed accordingly; |

| | |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Primary Packaging Quantity (PPQ) | means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1); |
| Recycled Timber | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none">a. pre-consumer reclaimed wood and wood fibre and industrial by-products;b. post-consumer reclaimed wood and wood fibre, and driftwood;c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products; |
| Safety Data Sheet | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended); |
| Schedule of Requirements | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable; |
| Short-Rotation Coppice | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy; |
| Specification | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification; |
| STANAG 4329 | means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ; |
| Subcontractor | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly; |

**Timber and Wood-Derived
but
Products**

means timber (including Recycled Timber and Virgin Timber
excluding Short-Rotation Coppice) and any products that
contain wood or wood fibre derived from those timbers.
Such products range from solid wood to those where the
manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including
from time to time agreed changes to the Contract, and
details of any payments made by the Authority to the
Contractor under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not
include Recycled Timber.

**Annex A to Schedule 1 – Additional Definitions of Contract law.
Conditions 44 - 46 (Additional Conditions)**

| Additional Definitions of Contract: | Definitions: |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Action Reviews | A structured review process with whereby actions are tracked. |
| Acquisition Projects | A project which is in the design and build stage. |
| Appointed Overseer | The name of the Overseer who will be completing the Task. |
| Approved TAF Quote £ | The agreed price for the Tasking Authorisation Form |
| Assisting Technical Superintendents | Responsible for supporting and monitoring all technical operation of vessels and ensure compliance with Company Safety Management Systems. |
| Authorisation | Giving official permission and authorisation of spending. |
| Authorised Demanders | A person authorised by the Authority to place orders and Tasks. |
| Boats Team | A team that manages a portfolio of Boats on the behalf of the Ministry of Defence. |
| Boat/Ship Name | The name of the Boat / Ship that an Overseer will be working on. |
| Cammell Lairds Ship repairers and Shipbuilders | Is a shipbuilding and ship repairer company. |
| Capability Team | A group of roles needed to address and deliver a set of technical or business outcomes. |
| Car Hire | A Car Rental agency is a company that rents automobiles for short periods of time. Car Hire should only be used to get to and from an Authorised Task or place of work. |
| Certificate of Conformity | A Certificate of Conformity meets a minimum set of regulatory, technical and Safety requirements. |
| Classification Societies | Organisations which develop and apply technical standards for the design, construction and survey of ships, and conduct surveys and inspections on board ships. |
| Cluster Support Team Leader (CSTL) | Is a team leader to the Cluster Support Team |
| Coastal Forces Squadron (CFS) | A division of the Royal Navy |
| Completion Date | The agreed completion date of the task that is being authorised |
| Contract Boat Supplier and Maintainer (CBSM) | A contract boat supplier located in the United Kingdom or overseas. |
| Contractor Change Proposal | A document which outlines a proposed deviation of change to the requirement. |
| CP&F (Commercial, Purchasing and Financial) | CP&F is an eProcurement system that associates business processes which span the commercial, purchasing and Financial accounting functions for the Authority. |
| CST Offices | Is a Cluster Support Team office |
| Date Raised (TAF) | The date the Tasking Authorisation Form was raised |

| Additional Definitions of Contract: | Definitions: |
|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date Returned (TAF) | The date the Tasking Authorisation Form was returned |
| Day Subsistence | Day Subsistence is over 5 hours. Subsistence expenses are defined as prepared food, drink, necessary personal expenditure and temporary accommodation expenses incurred when travelling on duty. Must include receipted cost in order to be expensed. |
| Design Authority | Organisation who own the overall design of the craft |
| Designated Support Contractor (DSC) | The support contractor contracted to undertake the in-service support of specific craft |
| Employer | A person or organisation that employs people. |
| Essential Tasks | A task which is deemed to be essential. Affects the safe or effective operation of a vessel/boat. It can be done more cost effectively in the refit than it left until later. |
| Final Inspection | The last inspection of a craft being going into service. |
| Harbour & Sea Trials | The testing phase of a watercraft (boat, ships, and submarines) |
| Higher National Certificate (HNC) | A qualification level in a ship building / repair related topic |
| Information Reporting | A document that the supplier needs to populate with information to the Authority each month. |
| Inservice Support | The support of a craft once it has entered service into operation. |
| Invoice No | The invoice number for the Task Authorisation Number |
| Invoice date | The date the Tasking Authorisation Form was invoiced. |
| ISO 9000 | A quality management certification. ISO 9000 is a series of standards, developed and published by the International Organization for Standardization (ISO), that define, establish and maintain an effective quality assurance system for manufacturing and service industries. |
| Integrated Project Management Plan (IPMP) | A set of deliverables which outlines how the contractor will manage all aspects of the project. |
| Key Performance Indicators (KPI) | A set of quantifiable measurements to gauge a contractors overall long-term performance. |
| Labour Rate | Labour rates shall apply to all tasking authorised by the Authority and shall be a firm rate, i.e. not subject to variation in any respect, and shall be inclusive of all allowances, overtime, overheads and profit. |
| Lloyds Register | Lloyds Register provides quality assurance and certification for ships and offshore structures. |
| Limit of Liability | The total amount of liability applicable to the contractor |
| Location | The location where the work will take place of the task being authorised. |

| Additional Definitions of Contract: | Definitions: |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lots | (BISS) Boats Inservice Support is split into 11 Lots. |
| Naval Authority (NCHQ) Navy Command Headquarters | A team within the Ministry of Defence Navy Command is the current headquarters body of the Royal Navy |
| Northern Cluster RFA | The northern cluster of ships supported by the RFA |
| Maritime and Coastguard Agency | They work to prevent the loss of life on the coast and at sea. They produce legislation and guidance on maritime matters and provide certification to seafarers. |
| Maritime Overseer Support | Overseer support for the Boats Team and RFA |
| Planned Maintenance Systems (SCPM) | Maintenance tool for the planning and management of routine and planned maintenance |
| Platform Authority | The organisation with ownership of the platform |
| Private Car | A private vehicle that is used primarily for the purpose of the person who owns it. |
| Public Transport | A means of transport: Rail, Flights, Ferry and Taxi |
| Pre-embarkation Inspection (PEIM) | Inspection of ammunition lockers and magazines ahead of loading ammunition |
| Pre- Upkeep Material Assessments (PUMA) | Cluster Support Team inspection of a ship to determine material state and work package specifications prior to a refit |
| Refits | A planned period of upkeep and update |
| Reports | A written account of what was observed during inspections and overseer activity which is then reported back to the Authority. |
| Reporting Month | The reporting month in which the Tasking Authorisation Form has been raised |
| Royal Fleet Auxiliary (RFA) | Delivers worldwide logistics and operational support to Royal Navy military operations. |
| RFA Cluster Support Team | A team responsible for managing in-service and Upkeep requirements for particular vessels within the RFA portfolio |
| Secretary of State | Are senior Ministers of the crown in the Government of the United Kingdom. |
| Ships Staff | Royal Navy or Royal Fleet Auxiliary personnel assigned to a Ship |
| Specification Writing | The writing up of specific tasks to be approved and investigated prior to costing. |
| Start Date | The agreed start date of the task that is being authorised. |
| Task Authorisation Form (TAF) | The form that is issued by the authority and completed by the contractor for each tasking requirement that the overseer completes. |
| Task Description | The description included within a statement the work to be carried out that describes what work is being undertaken. |
| The Upkeep Period | The period in which a craft or ship is in repair |
| Third Party QA | An external organisation who provide Quality Assurance |

| Additional Definitions of Contract: | Definitions: |
|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Transfer of Undertakings (Protection of Employment) | TUPE is a UK labour law that seeks to protect employees if the business in which they are employed changes hands |
| Travel Price | In accordance with the rates at Schedule 2 Annex A (Schedule of Requirements – Rates) |
| Travelling time | Travelling between locations to undertake their contractual obligations |
| Upkeep Specification | A written description of the specific requirements during an upkeep period |
| Work Package Reconciliation Meetings | The contractor will attend these meetings at the vessel's home port. |
| Work Package Reviews | The contractor will attend these reviews both on board the ships and in the CST Offices as required to understand and fulfil the requirements of the remit of responsibility. |
| Version Number | The version number of the Tasking Authorisation Form. |
| Vessels Electronic Planned Maintenance System (EPMS) | Management tool for ensuring all the routine and planned maintenance is scheduled and conducted correctly. Also houses the work package candidate specification items |

Schedule 2 - Schedule of Requirements for Contract No:701549432**For: Boats/0007- Maritime Overseer Support (MOS) for Boats and Royal Fleet Auxiliary**

| Item No | Contract Deliverables | Notes to Supplier | Price |
|----------------|----------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------|
| 1 | Maritime Overseer Support to Boat Acquisition Projects | N/A | In accordance with the rates at Schedule 2 Annex A (Schedule of Requirements - Rates) |
| 2 | Maritime Overseer Support to Boat Inservice Support | N/A | In accordance with the rates at Schedule 2 Annex A (Schedule of Requirements - Rates) |
| 3 | Maritime Overseer Support to Boat Specification writing | N/A | In accordance with the rates at Schedule 2 Annex A (Schedule of Requirements - Rates) |
| 4 | Maritime Overseer Support to Royal Fleet Auxiliary (RFA) | N/A | In accordance with the rates at Schedule 2 Annex A (Schedule of Requirements - Rates) |

SCHEDULE 2- Schedule of Requirements Annex A – Rates

Contents

Table 1 – Boats (UK and Overseas)

Table 2- RFA (UK and Overseas)

Table 3- Travel Cost

REDACTED

Pricing - Commercially Sensitive Information

Schedule 3 – Contract Data Sheet

| |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Conditions |
| Condition 2 – Duration of Contract: The Contract expiry date shall be: 31 st March 2026 |
| Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law <input checked="" type="checkbox"/> Scots Law <input type="checkbox"/> clause 4.d shall apply (one must be chosen) Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows: |
| Condition 7 – Authority's Representatives: The Authority's Representatives for the Contract are as follows: Commercial: [REDACTED]@mod.gov.uk (as per Annex A to Schedule 3 (DEFFORM 111)) Project Manager: [REDACTED]@mod.gov.uk (as per Annex A to Schedule 3 (DEFFORM 111)) |
| Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: DE&S, Boats Team, Ash 2a #3203, Ministry of Defence Abbey Wood (South), Bristol, BS34 8JH (as per Annex A to Schedule 3 (DEFFORM 111)) Contractor: Safeguard Engineering Limited Notices can be sent by electronic mail? <input checked="" type="checkbox"/> (tick as appropriate) |
| Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: Meetings will take place once a month for the first 3 months and then quarterly going forward. |
| Condition 19.b – Progress Reports: The Contractor is required to submit the following Reports: Progress Reports |

Reports shall be Delivered to the following address:

██████████@mod.gov.uk

Reports will be submitted within 5 (five) Business Days of the end of each reporting calendar month.

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? No

Other Quality Assurance Requirements:

- a. The Contractor shall be responsible for ensuring that the quality of the work performed, and of the articles and materials supplied or repaired by him and all his Sub-Contractors, conforms to the requirements of the Contract.
- b. 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: -

- (1) AQAP 2110 Edn D ver1 (NATO Quality Assurance Requirements for Design, Development & Production)
- (2) AQAP 2210 Edn ver2 NATO Supplementary Software Quality Assurance Requirements
- (3) DEFSTAN 05-57 Issue 7 (Configuration Management of Defence Materiel)
- (4) DEFSTAN 05-61 Part 1 Issue 6 (Concessions)
- (5) DEFSTAN 05-61 Part 4 Issue 3 and amendment 1 Jan 11 (Contractor Working Parties)
- (6) DEFSTAN 05-135 Issue 2 Avoidance of Counterfeit Material.
- (7) DEFCON 602B (Edn12/06) (Quality Assurance without Deliverable Quality Plan)
- (8) DEFCON 627 (Edn 12/10_ (Requirement for Certificate of Conformity)

For the AQAP series, the following interpretations apply:

- (9) Where the Contract refers to the "Authority", the AQAP series refers to the "Acquirer"
- (10) Where the Contract refers to the "Contractor", the AQAP series refers to the "Supplier"
- (11) Where the Contract refers to the "Sub-Contractor", the AQAP series refers to the "Sub-supplier".

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: N/A

Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

Condition 24 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial) to be Delivered by the following date: 12 January 2022

Condition 25 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes
Applicable to Line Items: 4

Condition 27.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:
1 to 4
Special Delivery Instructions:
Not Applicable
Each consignment is to be accompanied by a DEFFORM 129J.
Not Applicable

Condition 27.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority:
Not Applicable
Special Delivery Instructions:
Not Applicable
Each consignment is to be accompanied by a DEFFORM 129J.
Consignor details (in accordance with 28.c.(4)):
Line Items: Not Applicable Address: Not Applicable
Line Items: Not Applicable Address: Not Applicable
Consignee details (in accordance with condition 23):
Line Items: Not Applicable Address: Not Applicable
Line Items: Not Applicable Address: Not Applicable

Condition 29 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:
The time limit for rejection shall be 30 Business Days.

Condition 31 – Self-to-Self Delivery:

Self-to-Self Delivery required? No
If required, Delivery address applicable:

Pricing and Payment**Condition 34 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:
Line Items 1 to 4 (Years 4 and 5 which are Fixed prices)
Clause 45i. refers

Termination**Condition 41– Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:
The Notice period for termination shall be 20 Business Days

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Defence Equipment and Support, Ash 2a #3203, Ministry of Defence Abbey Wood (South), Bristol, BS34 8JH

Email: [REDACTED]@mod.gov.uk



2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)

Name: [REDACTED]

Address: Defence Equipment and Support, Ash 2a #3203, Ministry of Defence Abbey Wood (South), Bristol, BS34 8JH

Email: [REDACTED]@mod.gov.uk



3. Packaging Design Authority

Organisation & point of contact:
N/A

(Where no address is shown please contact the Project Team in Box 2)



4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name: N/A



(b) U.I.N. N5452D

5. Drawings/Specifications are available from
N/A

6. Intentionally Blank

7. Quality Assurance Representative:

DES Ships Eng-QM-1 [REDACTED]

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

9. Consignment Instructions

The items are to be consigned as follows:
N/A

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. **JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Amcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 701549432**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
 - ii) the date of such determination.
- 6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

- 7. As soon as practicable, and in any event within:
 - a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
 - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination, the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.
- 8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);

- d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
- a. either indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly issue to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. Condition 12) for Contract No: 701549432

| |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract No: BOATS/0007 - 701549432 |
| Description of Contractor's Commercially Sensitive Information: Safeguard Engineering Limited have no commercially sensitive information within their ITT response document. |
| Cross Reference(s) to location of sensitive information: N/A |
| Explanation of Sensitivity: N/A |
| Details of potential harm resulting from disclosure: N/A |
| Period of Confidence (if applicable): N/A |
| Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Director Address: Suite 401 QC30, 30 Queen Charlotte, Street, Bristol, BS1 4HJ Telephone Number: [REDACTED] Email Address: [REDACTED]@safeguardengineering.co.uk |

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 701549432

Hazardous Contractor Deliverables, Materials or Substances
Statement by the Contractor

Contract No: BOATS/0007 - 701549432

Contract Title: Maritime Overseer Support (MOS) for Boats and Royal Fleet Auxiliary (RFA)

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied. ☐

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with Condition 23. ☐

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 701549432

The following information is provided in respect of Condition 24 (Timber and Wood-Derived Products):

| Schedule of Requirements item and timber product type | Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence | Volume of timber Delivered to the Authority with other evidence | Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy | Total volume of timber Delivered to the Authority under the Contract |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

701549432

Schedule 08

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 28) for Contract No:
701549432**

Not specified

Schedule 9 – Specification (Statement of Requirement)

**SPECIFICATION (STATEMENT OF
REQUIREMENT)**

**FOR PROVISION OF UPKEEP
MANAGEMENT SERVICES
FOR THE BOATS TEAM AND
ROYAL FLEET AUXILIARY (RFA)
VESSELS**

SPECIFICATION FOR UPKEEP MANAGEMENT SERVICES FOR:**THE BOATS TEAM**

1. The Boats team are responsible for managing in-service and new acquisition programmes for the following vessels:
 - a. Static Training Vessels
 - b. Small Boats Flotilla
2. The Contractor shall provide the following upkeep management services to the Boats Team on a tasking basis:
 - a. Provision of overseeing services for programmed upkeeps/refits and repairs for the following vessels:
 - b. P2000 (Archer Class) Boats - HM Ships Archer, Biter, Blazer, Charger, Dasher, Example, Exploit, Explorer, Express, Pursuer, Puncher, Raider, Ranger, Smiler, Tracker, Trumpeter
 - c. Fast Patrol Vessels (FPV) HM Ships Sabre and Scimitar
 - d. Patrol Vessels Sir Cecil Smith and Sir Evan Gibb
 - e. Training Ships, Sir Tristram, Brecon and Hindostan
 - f. MI Craft (MAB) (Location TBC)
 - g. Vahana Workboat
 - h. Police Patrol Craft
 - i. Royal Navy Patrol Launches
 - j. Other boats, less than 50 metres in length, principally Rigid Inflatable Boats (RIBs), Work Boats, Training Yachts and Police Launches.
 - k. Assistance to the Authority in the writing of upkeep specifications. This activity will be in relation to the vessels specified at paragraph 2b above but may include any vessel within the Boats team.

ROYAL FLEET AUXILIARY (RFA)

3. The RFA Cluster Support Team is responsible for managing in-service and Upkeep requirements for the following vessels:
 - a. RFA Wave Class – RFA Wave Knight and RFA Wave Ruler
 - b. RFA Tide Class – RFA Tidespring, RFA Tiderace, RFA Tidesurge and RFA Tideforce
 - c. RFA Fort Victoria
4. The Contractor shall provide the following upkeep management services to the RFA and Platform Authority on a tasking basis to include the provision of expert knowledge and overseeing services for programmed upkeeps/refits and repairs for the aforementioned vessels. The overseeing services required are:

- a. Attending in service ships to carry out Pre-upkeep Materiel Assessments (PUMA) and standing by Northern Cluster RFA ships in Upkeep, to provide quality assurance and implementation of specific Military design changes and modifications in accordance with the specifications and regulations.

Items include:

- b. Magazines/Magazine Cargo Holds and related protection and safety systems, e.g. stowage arrangements, lighting, HVAC, RRSS, security, alarms, tallied instructions/warnings, etc.
- c. Magazines, Ammunition Lockers and Weapons Stowages.
- d. Ammunition Routes, e.g. mobilising explosives/ammunition between Magazine and point of use.
- e. Liaising with attending Capability Team members responsible for the Naval Authority Certification.
- f. Providing Materiel assessment of Weapon installations (pre, during and after Upkeep).
- g. Providing Materiel assessment of Aviation Facilities (pre, during and after Upkeep), including but not limited to:
 - i. Flight Deck & Hangar condition of fixtures, fittings and coatings, aircraft securing/lashing and refuelling arrangements.
 - ii. Safety nets, lighting, aircraft starting facilities.
- f. Writing PUMA (Pre-Upkeep Materiel Assessment) defect reports – raising WRFs.
- g. Assisting Technical Superintendents with Upkeep Specification planning.
- h. Overseeing the implementation of all Type A and B S1182s, including:
 - i. Attending the Line-out presentation by the Contractor with or on behalf of the Capability Team member.
 - ii. Oversee the work in progress.
 - ii. Provide quality assurance and expert advice to ensure that the S1182 specification requirements have been met when presented at the Final Inspection on behalf of the Platform Authority.
 - iv. Assist the Capability Team area and the Technical Superintendent with technical queries raised by the Contractor that require Platform Authority support and response.
 - v. Liaise with MOD inspection authorities e.g. MCTA and Fleet Aviation when arranging the following inspections: Pre-embarkation Inspection (PEIM), Weapon systems II, IT and Pre-HAT Air/HAT Air. Liaising with Capability Team members responsible for the Naval Authority Certification.
 - vi. Hosting outside inspecting authorities and chairing “Take-on” and “Wash-up” meetings.
 - vii. Assisting the Technical Superintendents with After Action Reviews for designated ships departing periods of Upkeep.

**UPKEEP MANAGEMENT SERVICES FOR MINISTRY OF DEFENCE TRAINING BOATS,
TRAINING SHIPS, BOATS and ROYAL FLEET AUXILIARY (RFA) VESSELS**

REQUIREMENTS AND DELIVERABLES

5. The Contractor shall provide overseeing services (as and when tasked) at the premises of the Contract Boats Supplier and Maintainer (CBSM) ship or Upkeep location at any United Kingdom (UK) site or overseas, during the period of the upkeep, repair or build contract. Tasks and responsibilities shall include, but not be limited to, the following:

- a. Ensuring that the CBSM or Designated Support Contractor (DSC) for the RFA delivers all that is required by this contract.
- b. Ensuring that only Essential Tasks are added to the CBSM's and DSC contract. In the case of RFA vessels, only after consent has been issued by the Platform Authority (PA) and/or Cluster Support Team Leader (CSTL) as appropriate.
- c. Where the requirement changes during the course of the upkeep, additional/rebated work is properly authorised and fair and reasonable prices are agreed with the CBSM or PA, based on the rates contained in Schedule 9 (Firm Pricing (Rates)) to the Terms and Conditions

6. The Overseer will be issued with the following:

- a. A copy of the technical specification for each vessel to be overseen.
- b. A delegation letter defining his/her responsibilities for agreeing extra and emergent work packages (and rebates for work not carried out) on behalf of the Boats team. For RFAs any deviation from specification work is to be discussed and agreed by the PA on a case by case basis.
- c. Any shortcomings in the performance of the CBSM or DSC are quickly identified, reported, and corrected.
- d. Helping to ensure that the activities of Ministry of Defence (MOD) staff connected with the upkeep are co-ordinated in a cost effective and efficient manner.
- e. Attending meetings in MOD Abbey Wood, Bristol with Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) Condition 7 (Authority's Representatives) to review contract specifications for the work requiring oversight. The Overseer shall receive a briefing on the perceived risk areas of the work package and the working procedures to be followed.
- f. Familiarisation with all aspects of the contract which has been placed with the CBSM or DSC and understanding any MOD commitments which contribute to the success of the contract.
- g. Familiarisation with the CBSM's or CTSL's premises and management organisation and establishing a good working relationship with both the CBSM and the vessel's crew.
- h. Monitoring (but not supervising or inspecting) the CBSM's or DSC's performance of the contract, ensuring that all quality and statutory requirements are being met, and ensuring that all contracted risks remain with the CBSM.
- i. Undertaking spot audits of the CBSM's safety and security arrangements (Not applicable to RFA).

- j. Advising both the CBSM and the Authority's Representative in writing of any perceived shortcomings in the performance of the CBSM or DSC.
 - k. Advising the Authority's Representatives in writing of any MOD responsibility problems that are affecting the performance of the contract with the CBSM or DSC.
 - l. Co-ordinating the CBSM's or CSTL's arrangements for conducting sea trials of the vessel with the resource (workforce and time) requirements.
 - m. Liaising with third parties nominated by the Authority (including but not limited to, Lloyd's Register, Maritime and Coastguard Agency and Naval Authority)
 - n. Witnessing nominated tests, trials and inspections including Factory, Harbour and Sea Trials.
 - o. Seeking advice from the Authority's Representatives when uncertainty arises regarding appropriate responses to provide to the CBSM or DSC. Establishing contacts with other MOD organisations which are routinely involved in upkeeps and progressing information/equipment which the MOD is required to supply.
 - p. Raising concerns with the CBSM or DSC in writing and ensuring that these are addressed in a timescale commensurate with the problem. For RFAs all correspondence should be copied to the CSTL.
 - r. Being pro-active in identifying and reporting ways in which MOD may improve its performance.
 - s. Resolving any disputes in a constructive and diplomatic manner.
 - t. Being contactable during the CBSM's or CSTL's normal business hours throughout the course of a repair period.
 - u. Being present at the CBSM's or CSTL's premises on a regular basis and in support of the activities at paragraph 6.o above.
 - v. Consulting the Design Authority on issues which are out with the original specification and have potential impact on the safety of the vessel.
 - w. Ensuring that the vessel is ready for acceptance before allowing the CBSM or PA to declare the vessel complete.
 - x. Ensuring that the CBSM or DSC supplies all the documentation that the contract requires by each agreed date.
7. The Overseer shall be required to:
- a. Keep the Authority's Representatives fully briefed and submit weekly reports in a format to be agreed by the Authority.
 - b. Assess the need to make changes to the specified work and negotiate fair and reasonable prices for such changes, based on the rates and procedures contained within the CBSM's or CSTL's contract. Ensure that the extra and emergent work budget set for the contract is not exceeded.

- c. Attend contract start-up and contract acceptance meetings, where requested by the Authority.

RESPONSIBILITIES FOR THE PROVISION OF FACILITIES/EQUIPMENT

8. The Overseer shall arrange his own domestic accommodation during all tasks.
9. Facilities at the CBSM or CST will be provided, to include office accommodation (including heating, lighting, telephone and power), under contract from the MOD.
10. The Overseer must hold a valid driving license, and will also be required to provide:
- A mobile phone.
 - Laptop computer with e-mail and printing facilities (Microsoft Word, Excel and Access).
 - Camera.
 - Safety clothing including overalls, shoes and hard hat, safety glasses, etc.

PROGRAMME (UK AND OVERSEAS)

11. DE&S support for Boats has been split across eleven different Lots based around the end User. The table below shows which craft are in each Lot and which contractor is responsible for their support. The support contractor location is detailed below:

| Lot No | Lot Title | Classes of Boats | Support Contractor/ Location |
|--------|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1 | Overseas Boats | <ul style="list-style-type: none"> Avon Searider 5.4m Dive Support Boat (DSB) Hard Hulled Riverine Craft (HHRC) Pacific 22 Pacific 24 Mk III Rigid Raiding Craft Mk III Scimitar Class Tampa 35 Rigid Hull Inflatable Boat (RHIB) Tampa 40 Rigid Hull Inflatable Boat (RHIB) Tampa 44 Fast Coastal Interceptor (FCI) | Babcock / Bristol |
| 2 | Royal Navy (RN) / Royal Fleet Auxiliary (RFA) Boats | <ul style="list-style-type: none"> 11m Workboat Pacific 22 Pacific 24 Mk III RTK Workboat Survey Motor Boat Pacific 24 Mk IV Passenger Transfer Boat (PTB) | BAE Systems / Portsmouth |
| 3 | Ministry of Defence Police (MDP) Boats | <ul style="list-style-type: none"> 6m Delta RIB Arctic 24 Arctic 28 Avon Searider 5.4m Combat Support Boat (CSB) Island Class | BAE Systems / Portsmouth |

| | | | |
|---|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| | | <ul style="list-style-type: none"> • Pacific 24 Mk III • 14m Police Launch • 15m Police Launch • Condor • Pacific 24 Mk IV | |
| 4 | Inflatables | <ul style="list-style-type: none"> • Zodiac Mk6 • W525 GP • W525 EOD • IRC Mk III • CRRC 520 (SF MIB) • D99 (SF MIB) • Avon Redcrest M9 | Marine Specialised Technology / Liverpool |
| 5 | Royal Marines (RM) Tamar Boats | <ul style="list-style-type: none"> • Landing Craft Air Cushion (LCAC) • Off Shore Raiding Craft (ORC) • Personal Watercraft (PWC) | Griffon Hoverworks / Gosport |
| 6 | Army Boats | <ul style="list-style-type: none"> • Army Assault Boat (AAB) • Army Workboat • Combat Support Boat (CSB) • Mexeflote Pontoon • Rigid Raiding Craft Mk III • Avon Searider 5.4m | BAE Systems / Portsmouth |
| 7 | Second Line Training Boats | <ul style="list-style-type: none"> • Survey Motor Boat (HM School) • Pacific 22 • STV Hindostan • P2000 • Contessa 38 • Pacific 24 Mk III • STV Brecon • Motor Whaler • 8m Ferry Boat • Picket Boat • Rigid Raiding Craft Mk I • Avon Searider 5.4m • Dartmouth Dinghies • Pacific 24 Mk IV | Babcock / Portsmouth |
| 8 | Faslane Boats | <ul style="list-style-type: none"> • P2000 • Pacific 24 Mk III • Off Shore Raiding Craft (ORC) • Island Class • Histar Target | Holyhead Marine Services / Holyhead |
| 9 | Fourth Line Training Boats | <ul style="list-style-type: none"> • Cheverton Champ • Dell Quay (Dory) • Halmatic • Avon Searider 4.7m • Avon Searider 5.4m • Challenger 72 • Sigma 38 • Talisman 49 • Contessa 38 • 6.5m Delta RIB • Halberg Rassay • 8m Ferry Boat • Fast Motor Launch (FML) Mk X | Babcock / Portsmouth |

| | | | |
|----|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| | | <ul style="list-style-type: none"> • Victoria 34 • Fox Terrier • Lochin 33 • Nicholson 55 • Rigid Raiding Craft Mk I • Rustler 36 • Viking SMB • Bossoms Bosun • Bossoms ASC • Laser 2000 • Laser One • Laser Pico • Laser Dart • RS 200 • RS 400 • RS Quba • RS CAT • Topper • Topper Argo • Westerley Typhoon • Comfortina 42 • Nordic Folkboat | |
| 10 | Royal Marines (RM) Poole Boats | <ul style="list-style-type: none"> • Arctic 24 • Arctic 28 • Hard Hulled Riverine Craft (HHRC) • SRPB • Dive Support Boat • Off Shore Raiding Craft (ORC) (FCV) • Pacific 28 • PWC • Motor Training Craft • Malo 46 | BAE Systems / Portsmouth |
| 11 | Dive Support Boats | <ul style="list-style-type: none"> • 7m Delta Dive RIB • 14.2m Dive Boat • Off Shore Raiding Craft (ORC) • Pacific 28 • 7.4m Delta Dive RIB • 12m Dive Boat • Hazard • Arctic 28 • SALMO Boats • 7.9m Delta Dive RIB | Marine Specialised Technology / Liverpool |

12. DE&S support for RFA Vessels has been split across three classes based on type and service. The table below shows the three classes. The designated support contractor is currently Cammell Lairds Ship repairers and Shipbuilders based in Birkenhead, UK.

| Class | Ship Name | Type | Service |
|-------|-----------------|-------------|--------------------------------------------------------------------------------|
| | RFA Wave Knight | Tanker (AO) | Commercial (LR and MCA) and Naval Authority Certificated Tanker. Roles include |

| Class | Ship Name | Type | Service |
|-------------------|-------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WAVE Class | RFA Wave Ruler | | - Replenishment at sea (fuel) for UK military and NATO vessels. Flight Deck and VertRep capability for stores and ammunition. |
| TIDE Class | RFA Tidespring | Tanker (MARS) | Commercial (LR and MCA) and Naval Authority Certificated Tanker. Roles include - Replenishment at sea (fuel) for UK military and NATO vessels. Flight Deck and VertRep capability for stores and ammunition. |
| | RFA Tiderace | | |
| | RFA Tidesurge | | |
| | RFA Tideforce | | |
| FORT Class | RFA Fort Victoria | Solid Support Tanker (AOR) | Commercial (LR and MCA) and Naval Authority Certificated Tanker with Solid Support Capability. Roles include - Replenishment at sea (fuel) and dry stores for UK military and NATO vessels. Flight Deck and VertRep capability for stores and ammunition. |

13. The following programme provides a guide to scheduled upkeep time per vessel for Ministry of Defence Boats that may require overseeing. No guarantee can be given of the actual tasks that may be required, and the programme may change without notice.

United Kingdom

| Type of Vessel | Base Port | UK Boats Support Contractor Location | Scheduled upkeep time per vessel |
|----------------------|------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| P2000 – HMS Archer | Edinburgh | South Shields | 4 weeks from Take-in-Hand (TIH) to Contract Acceptance Date (CAD) Upkeeps are undertaken on an annual basis, normally between September and February in each location. |
| P2000 – HMS Example | Gateshead | | |
| P2000 – HMS Explorer | Hull | | |
| P200 – HMS Trumpeter | Ipswich | | |
| P2000 – HMS Express | Penarth | Holyhead | |
| P2000 – HMS Biter | Liverpool | | |
| P2000 – HMS Charger | | | |
| P2000 – HMS Tracker | Faslane | | |
| P2000 – HMS Raider | | | |
| P2000 – HMS Blazer | Portsmouth | Lymington | |
| P2000 – HMS Ranger | | | |

| Type of Vessel | Base Port | UK Boats Support Contractor Location | Scheduled upkeep time per vessel |
|---------------------------------------------|--------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| P2000 – HMS Puncher | Portsmouth | Lymington | |
| P2000 – HMS Smiter | | | |
| P2000 – HMS Exploit | | | |
| Royal Navy Patrol Launches | Liverpool | Liverpool (All support is be undertaken in theatre in Gibraltar) | May require an overseer during the build programme |
| Police Patrol Craft | Liverpool | TBC | May require an overseer during the build programme |
| Training Ship (TS) Tristram | Portland | Portland | This is a static training vessel moored in Portland. Overseeing may be required in exceptional circumstances e.g. emergency repairs. |
| TS Brecon | Jupiter Point - Plymouth | Jupiter Point - Plymouth | This is a static training vessel moored at Jupiter Point, Plymouth. Overseeing may be required in exceptional circumstances e.g. emergency repairs. |
| TS Hindostan | Dartmouth | Dartmouth | This is a static training vessel moored in Dartmouth. Overseeing may be required in exceptional circumstances e.g. emergency repairs. |
| Vahana Workboats | Winfrith | Dorset | Overseer required during build. |
| Other Boats (less than 50 metres in length) | | Gosport, Devonport, Bristol, Lymington, Portsmouth | Due to the number of boats (circa 2800 powered craft) and the wide range of classes, a firm indication of the upkeep programme for these vessels cannot be provided. |
| Fast Patrol Vessel – HMS Scimitar | TBC | TBC | 6 weeks from TIH to CAD. |
| Patrol Vessel – Sir Cecil Smith | TBC | TBC | 6 weeks from TIH to CAD. |

Gibraltar

| Type of Vessel | Base Port | Gibraltar Boats Support Contractor / Vessel Location | Scheduled upkeep time per vessel |
|---------------------------------|-----------|------------------------------------------------------|-----------------------------------------------------------------------|
| Patrol Vessel – Sir Cecil Smith | Gibraltar | Gibraltar | 6 weeks from TIH to CAD. |
| Patrol Vessel – Sir Evan Gibb | | | Upkeeps are normally programmed between March and September each year |
| P2000 - HMS Dasher | | | |
| P2000 - HMS Pursuer | | | |

Overseas (excluding Gibraltar)

| Type of Vessel | Base Port | Overseas (excluding Gibraltar) Boats Support Contractor / Vessel Location | Scheduled upkeep time per vessel |
|---------------------------------------------|-----------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Other Boats (less than 50 metres in length) | Worldwide | | Due to the number of boats and the wide range of classes, a firm indication of the upkeep programme for these vessels cannot be provided. |

14. In addition to boats identified in the tables above, any other vessel managed by Boats may require overseeing at any time.

Programme for RFA Vessels

15. RFA vessels go into Major Upkeep Periods every 2.5 years in order to maintain compliance with statutory certification. The Upkeep Period length varies depending on workload, survey requirements and capability insertion requirements. The table below is the current schedule, but the dates and schedule will repeat every 2.5 years. No guarantee can be given of the actual tasks that may be required, and the programme may change without notice.

| Class | Ship Name | Next Scheduled Major Upkeep (specific dates unknown, month and year only at this stage) | Duration |
|------------|-----------------|-----------------------------------------------------------------------------------------|-----------------------|
| WAVE Class | RFA Wave Knight | September 2023 - February 2024, July 2026 - January 2027 | 5 months, 6 months |
| | RFA Wave Ruler | May 2022 - December 2023, March 2026 - August 2026 | 7 months, 5 months |

| | | | |
|-------------------|-------------------|-------------------------------------------------------------|------------------------|
| TIDE Class | RFA Tidespring | September 2021 - January 2022, April 2024 - October 2024 | 5 months, 6 months |
| | RFA Tiderace | August 2022 - January 2023, March 2024 - August 2024 | 6 months, 5 months |
| | RFA Tidesurge | December 2022 - May 2023, September 2025 - March 2026 | 5 months, 6 months |
| | RFA Tideforce | April 2021 - March 2022, May 2023 - October 2023 | 11 months, 5 months |
| FORT Class | RFA Fort Victoria | February 2022 - June 2022, September 2024 - March 2025 | 5 months, 6 months |

PROFESSIONAL COMPETENCE

16. The Overseer shall have the following qualifications and experience:

- a. A minimum of five (5) years recent experience in the ship building or repair environment and educated to Higher National Certificate (HNC) level in a ship building/repair related topic. Alternatively, a proven track record of working in an overseeing role would be acceptable. An understanding of the requirements of the Maritime & Coastguard Agency and Classification Societies is essential.
- b. The Overseer needs to have proven estimating and negotiating skills and a clear understanding of the meaning and implications of quality standards, such as ISO 9000, together with ability to review the CBSM's or DSC's performance against procedures upon which the CBSM's or CST's Third Party QA assessment has been awarded.
- c. The Overseer must be proficient in, and practised at maintaining written records of his actions, summarising discussions which take place during meetings, submitting clear and unambiguous progress reports and including his views on any aspect of the project in writing. IT literacy is essential as overseers are required to work with computer generated forms and reports.

SPECIFICATION WRITING: TRAINING BOATS, TRAINING SHIPS, BOATS and RFA VESSELS

17. The Contractor shall be required to assist with compiling upkeep specifications for the P2000 and RFA Vessels but may be required to assist the Authority's Representatives with compiling specifications for other vessels supported by Boats and the PA.

18. With respect to the P2000s, the Contractor will attend Work Package Reconciliation Meetings (WPRM) at the vessel's base port. At this meeting, the package of work will be agreed between MOD, 1 Coastal Forces Squadron (CFS) and Ships Staff. This package of work will include all scheduled maintenance from the Vessels Electronic Planned Maintenance System (EPMS) as well as additional work requested by Ships Staff. This work, along with the standard core specification items, will provide the information to produce the main specification.

19. With respect to the RFA vessels, the Contractor will attend Work Package Reviews both on board the ships and in the CST Offices as required to understand and fulfil the requirements of the remit of responsibility. At this meeting, the package of work will be agreed between the PA, NCHQ

and the CSTL. This package of work will include all scheduled maintenance from the Vessels' Planned Maintenance Systems (SCPM and UMMS) as well as additional work requested by Ships Staff. This work, along with the standard core specification items, will provide the information to produce the main specification.

20. The specification will be written in a previously agreed format. The final agreed specification shall be delivered to the Technical Superintendents by the designated date required for the work package to be costed, which is usually around 6 months prior to Task Start Date and will be formally advised by the CSTL.

21. The specification shall be provided in both an electronic format and 5 printed copies per vessel.

22. The Specification Writer shall have the same qualifications and experience as that specified for the Overseer at paragraph 16.

Schedule 10 – List of Authorised Demanders

Boats In-Service Authorised Demanders:

| Post Tally | Email Address |
|--------------------------|-----------------------|
| DES Ships Boats-ISS-OM2 | [REDACTED]@mod.gov.uk |
| DES Ships Boats-ISS-OM2b | [REDACTED]@mod.gov.uk |
| DES Ships Boats-ISS-GL | [REDACTED]@mod.gov.uk |
| DES Ships Boats-ISS-OM1 | [REDACTED]@mod.gov.uk |
| DES Ships Boats-ISS-OM1a | [REDACTED]@mod.gov.uk |
| DES Ships Boats-ISS-OM2a | [REDACTED]@mod.gov.uk |

Boats Acquisition Authorised Demanders:

| Post Tally | Email Address |
|-------------------------|-----------------------|
| DES Ships Boats-Acq-PM1 | [REDACTED]@mod.gov.uk |
| DES Ships Boats-Acq-PM2 | [REDACTED]@mod.gov.uk |
| DES Ships Boats-Acq-PM3 | [REDACTED]@mod.gov.uk |

RFA Authorised Demanders:

| Post Tally | Email Address |
|-------------------------|-----------------------|
| DES Ships-NSS-RFA-GTS2 | [REDACTED]@mod.gov.uk |
| DES Ships-NSS-RFA-GTS2a | [REDACTED]@mod.gov.uk |
| DES Ships-NSS-RFA-GTS3 | [REDACTED]@mod.gov.uk |
| DES Ships-NSS-RFA-GTS3a | [REDACTED]@mod.gov.uk |

Schedule 11 – Task Authorisation Form

PART 1 (To be completed by an Authorised Demander at Schedule 10 and forwarded to Contractor):

| | | | |
|------------------------------------------|------------------------------------------------------------------------------------|--------------------------|--|
| TAF No: | Please allocate next number | | |
| Version Number: | | | |
| Please tick the appropriate Line: | Line 1 of SoR - Maritime Overseer Support to Boat Acquisition Projects | <input type="checkbox"/> | |
| | Line 2 of SoR - Maritime Overseer Support to Boat Inservice Support | <input type="checkbox"/> | |
| | Line 3 of SoR - Maritime Overseer Support to Boat Specification Writing | <input type="checkbox"/> | |
| | Line 4 of SoR - Maritime Overseer Support to Boat Support to Royal Fleet Auxiliary | <input type="checkbox"/> | |
| Task Description: | | | |
| Start Date: | | | |
| End Date: | | | |
| Contractor/ Location: | | | |
| Issue of GFE (If required): | | | |
| Additional Information: | | | |

In accordance with the Terms and Conditions of Contract 701549432, you are requested to provide a quotation at Part 2 of this TAF and return to the Authority's Representative.

I confirm that I am an Authorised Demander i.a.w. Schedule 10 to 701549432

| | |
|-----------------------------------------|--|
| Authority's Representative Name: | |
| Post Title: | |
| Telephone No: | |
| Signature: | |
| Date: | |

PART 2 - QUOTE (To be completed by Contractor)

Boats / RFA

(delete as appropriate)

Please fill out the table below if applicable for the Task (Travel cost):

| Travel cost (£ per round trip) (Schedule 2 Annex A (Schedule of Requirements - Rates Table 3)) | Please tick the relevant Location | £ Per round trip |
|------------------------------------------------------------------------------------------------|-----------------------------------|------------------|
| Travel Price (£ per round trip) @ South Shields | | |
| Travel Price (£ per round trip) @ Holyhead | | |
| Travel Price (£ per round trip) @ Lymington | | |
| Travel Price (£ per round trip) @ Portsmouth | | |
| Travel Price (£ per round trip) @ Birkenhead | | |
| Travel Price (£ per round trip) @ Liverpool | | |
| TOTAL Travel cost: | £ | |

| Item - (Schedule 2 Annex A (Schedule of Requirements - Rates - Tables 1 & 2)) | No of Hours/ Rate / miles | Firm Rate | Total (£ ex VAT) |
|-------------------------------------------------------------------------------|---------------------------|-----------|------------------|
| Labour Rate (£ per hour) @ UK Contract Ship Repairers / vessel location | | | |
| Specification Writing rate (per hour) | | | |
| Travelling Time rate (per hour) | | | |
| Day Subsistence UK (Over 5 Hours) | | | |
| Day Subsistence UK (Over 10 Hours) | | | |
| Day Subsistence UK (Over 12 Hours) | | | |
| Day Subsistence (Overseas) | | | |
| Day Subsistence (Overseas)- Less than 12 hours) | | | |
| Overnight Subsistence (UK) (£ per night) | | | |
| Overnight Subsistence (Overseas) (£ per night) | | | |
| Day Subsistence UK (Evening meal - Overnight stay) | | | |

| | | | |
|-----------------------------------------------------------------------------|----------|--|--|
| Breakfast where not included in accommodation costs | | | |
| The Below Items are not applicable if round trip is Specified for the Task. | | | |
| Car Hire (UK) - Rental (£ per day excluding fuel cost) | | | |
| Car Hire (Overseas) (£ per day excluding fuel cost) | | | |
| Car Hire (UK) - Rental - Fuel Cost (actual receipted expenditure) | | | |
| Car Hire (Overseas) - Rental - Fuel Cost (actual receipted expenditure) | | | |
| Private Car – Fuel (£ per mile) | | | |
| Public Transport - (Taxi, Rail, Flights and Ferry) | | | |
| TOTAL Items: | £ | | |

| | |
|-----------------------------------------------------|----------|
| Travel cost for round trip (If applicable): | £ |
| Items price: | £ |
| TOTAL Quotation cost: | £ |
| TOTAL of Limit of Liability (if applicable): | £ |

Name of overseer to be supplied: (CV to be provided of an Overseer not on Contract)

.....

Contractors Representative Signature:

Signed: Date:

Name: Title:

PART 3 - APPROVAL TO PROCEED

I hereby confirm acceptance of the Quotation Cost / Limit of Liability quoted at Part 2 to complete the task and authorise the Contractor to proceed:

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <u>Project Authorisation</u> | |
| The scope and value of this task is within my PROJECT DELEGATION. The costs at part 2 are considered fair and reasonable. | |
| Name: | |
| Signed: | |
| Date: | |
| <u>Financial Authorisation</u> | |
| After financial and requirement scrutiny of this task, concurrence is given to the costs at Part 2 in accordance with my FINANCIAL DELEGATION. | |
| Name: | |
| Signed: | |
| Date: | |
| <u>Commercial Authorisation</u> | |
| The Limit of Liability agreed at Part 2 is hereby approved. The value of this task is within my COMMERCIAL DELEGATION. | |
| Name: | |
| Signed: | |
| Date: | |

PART 4 - FINAL PRICE (To be completed by Contractor)

Boats / RFA

(delete as appropriate)

| Travel cost (£ per round trip) (Schedule 2 Annex A (Schedule of Requirements - Rates - Table 3)) | Please tick the relevant Location | £ Per round trip |
|--------------------------------------------------------------------------------------------------|-----------------------------------|------------------|
| Travel Price (£ per round trip) @ South Shields | | |
| Travel Price (£ per round trip) @ Holyhead | | |
| Travel Price (£ per round trip) @ Lymington | | |
| Travel Price (£ per round trip) @ Portsmouth | | |
| Travel Price (£ per round trip) @ Birkenhead | | |
| Travel Price (£ per round trip) @ Liverpool | | |
| TOTAL Travel cost: | £ | |

| Item - (Schedule 2 Annex A (Schedule of Requirements - Rates - Table 1 & 2)) | No of Hours/ Rate / miles | Firm Rate | Total (£ ex VAT) |
|------------------------------------------------------------------------------|------------------------------|-----------|---------------------|
| Labour Rate (£ per hour) @ UK Contract Ship Repairers / vessel location | | | |
| Specification Writing rate (per hour) | | | |
| Travelling Time rate (per hour) | | | |
| Day Subsistence UK (Over 5 Hours) | | | |
| Day Subsistence UK (Over 10 Hours) | | | |
| Day Subsistence UK (Over 12 Hours) | | | |
| Day Subsistence (Overseas) | | | |
| Day Subsistence (Overseas)- Less than 12 hours) | | | |
| Overnight Subsistence (UK) (£ per night) | | | |
| Overnight Subsistence (Overseas) (£ per night) | | | |
| Day Subsistence UK (Evening meal - Overnight stay) | | | |
| Breakfast where not included in accommodation costs | | | |

| The Below Items are not applicable if round trip is Specified for the Task. | | | |
|-----------------------------------------------------------------------------|----------|--|--|
| Car Hire (UK) - Rental (£ per day excluding fuel cost) | | | |
| Car Hire (Overseas) (£ per day excluding fuel cost) | | | |
| Car Hire (UK) - Rental - Fuel Cost (actual receipted expenditure) | | | |
| Car Hire (Overseas) - Rental - Fuel Cost (actual receipted expenditure) | | | |
| Private Car – Fuel (£ per mile) | | | |
| Public Transport - (Taxi, Rail, Flights and Ferry) | | | |
| TOTAL Items: | £ | | |

| | |
|---------------------------------------------------------|----------|
| Final Travel cost for round trip (If applicable) | £ |
| Final Items price: | £ |
| FINAL TAF Price: | £ |
| TOTAL of Limit of Liability (if applicable): | £ |

Final Start / Completion dates:

Further Information/Justification:

PART 5 – FINAL APPROVAL

I hereby confirm my acceptance of the Firm price at Part 4 for the completed task and authorise payment on CP&F:

| | |
|------------------------------------|--|
| <u>Authorised Demander:</u> | |
| Name: | |
| Signed: | |
| Date: | |
| <u>Financial Officer:</u> | |
| Name: | |
| Signed: | |
| Date: | |
| <u>Commercial Officer:</u> | |
| Name: | |
| Signed: | |
| Date: | |

| | |
|----------------------------------------------|--|
| CP&F (Standard Purchase Order (SPO)) number: | |
|----------------------------------------------|--|

Schedule 12 – DEFFORM 702 (Edn 08/07)**Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality**

Employee:

Name of Employer:

MOD Contract/Task No: Title:

1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.
2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.
3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored and access is controlled in accordance with my Employer's rules concerning third party confidential information.
4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date:

Schedule 13 - TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 13 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 13 Part 1 unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

- (i) the General Data Protection Regulation ((EU) 2016-679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");
- (ii) the Data Protection Act 2018;
- (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
- (iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of an Authority Employee, a Previous Contractor Employee or an Unexpected Employee;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor" means James Fisher Marine Services Ltd;

"Previous Contractor Employee" means an employee of a Previous Contractor

who

immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Services" shall have the meaning specified in [project team to complete];

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 13 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.

2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.

2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.

2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.

2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.

2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such

contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions "repudiatory breach", "substantial change" and "material detriment" shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages,

compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

- (a) any proposed, agreed or imposed changes to terms and conditions of service;
- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible, having regard to the wording of the settlement.

Appendix 1**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT****PART A**

1. Pursuant to paragraph 2.1.1 of this Schedule 13 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.3 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- b) Annual salary and rates of pay band/grade;

- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.6 Further information

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

DEFINITIONS

1.7 In this Schedule 13 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 13 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 13 Part 1 of the Contract.

1.8 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 13, Part 1, in this Schedule 13 Part 2 unless the context otherwise requires:

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than [two] years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 13 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services

- or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 13 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
- (c) enable and assist the Authority and/or any New Provider or any subcontractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 13 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

2.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 13 in respect of Subsequent Transferring Employees.

2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided

by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance, save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1; 2.1.2, 2.1.3 or 2.1.5 of this Schedule 13 Part 2.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 13 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Subsequent Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Subsequent Transferring Employees

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person;
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or (C) to the acts/omissions of the Authority or a

New Provider not wholly connected to the dismissal of that person;

- (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
- (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
- (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by

the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.6 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 13 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 13, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively, the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

Appendix 2**PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT****Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule 13, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;

- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.3 Medical

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 Further information

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided within 14 days following a Subsequent Transfer Date:

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;

- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay;

XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

SCHEDULE 14 - Information Reporting

Contents (Sheets are on seperate tabs)

Completion Instructions

**Information Reporting - Line 1 Acquisition
Information Reporting - Line 2 Inservice
Information Reporting - Line 3 Spec Writing
Information Reporting - Royal Fleet Auxiliary (RFA)**

**KPI Reporting - Line 1 Acquisition
KPI Reporting - Line 2 Inservice
KPI Reporting - Line 3 Spec Writing
KPI Reporting - Royal Fleet Auxiliary (RFA)**

Schedule 14 - Annex A - KPI Processs - Payment

White Cells with Yellow Headers Data Input Cells

The required and agreed data shall be inserted into these cells, as described below.

Blue Cells are Calculation Cells

No data is required to be input into these cells; they will produce the required outputs

To add a new row to any table, right-click anywhere inside the table above, and select Insert -> Table Rows Above. All formulae and formatting will be carried into the new row.

Input Sheets**Lines - Acquisition / Inservice/ Spec Writing & RFA**

| | |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| TAF Number | The reference number associated to the Tasking Authorisation Form |
| Version Number | The version number of the Tasking Authorisation Form |
| Appointed Overseer | The name of the Overseer who will be completing the Task |
| MoD Authorised Demander | The name MoD authorised demander who authorising the Tasking Authorisation Form |
| TAF Status | The status of the Tasking Authorisation Form (Open / Closed) |
| Date Raised (TAF) | The date the Tasking Authorisation Form was raised |
| Date Returned (TAF) | The date the Tasking Authorisation Form was returned |
| Boat/Ship Name | The name of the Boat / Ship that an Overseer will be working on (if applicable) |
| Location | The location where the work will take place of the task being authorised |
| Task Description | A description of the work to be carried out within Tasking Authorisation Form |
| Start Date | The agreed start date of the task that is being authorised |
| Completion Date | The agreed completion date of the task that is being authorised |
| Approved TAF Quote £ | The agreed price for the Tasking Authorisation Form |
| TAF Limit of Liability (LoL) Amount - If required | Where a Task Authorisation Form (TAF) authorised by the Authority includes a Limit of Liability (LoL) the Contractor shall include the amount here |
| TAF LoL Spend to date (£) - If required | The total Limit of Liability spend across all TAFs to date |

| | |
|--------------------------------|-------------------------------------------------------------------------------|
| Final TAF Price (£) | The overall price of the Tasking Authorisation Form |
| CP&F SPO number | The CP&F SPO number associated to the Task Authorisation Form |
| Invoice No | The invoice number for the Task Authorisation Number |
| Invoice date | The date the Tasking Authorisation Form was invoiced. |
| Reporting Month | The reporting month in which the Tasking Authorisation Form has been returned |
| Comments | Any additional comments |

KPI - Acquisition

| | |
|-----------------------|----------------------------------------------------------------------------------------------|
| TAF Number | The reference number associated with the Tasking Authorisation Form. |
| Version Number | The version number of the Tasking Authorisation Form |
| Date Raised | The date the Tasking Authorisation Form was raised |
| Date Returned | The date the Tasking Authorisation Form was raised |
| RAG Status | The RAG status, based upon the raised and returned dates for each Tasking Authorisation Form |

KPI - Inservice

| | |
|-----------------------|----------------------------------------------------------------------------------------------|
| TAF Number | The reference number associated to the Tasking Authorisation Form |
| Version Number | The version number of the Tasking Authorisation Form |
| Date Raised | The date the Tasking Authorisation Form was raised |
| Date Returned | The date the Tasking Authorisation Form was raised |
| RAG Status | The RAG status, based upon the raised and returned dates for each Tasking Authorisation Form |

KPI - RFA

| | |
|-----------------------|----------------------------------------------------------------------------------------------|
| TAF Number | The reference number associated to the Tasking Authorisation Form |
| Version Number | The version number of the Tasking Authorisation Form |
| Date Raised | The date the Tasking Authorisation Form was raised |
| Date Returned | The date the Tasking Authorisation Form was raised |
| RAG Status | The RAG status, based upon the raised and returned dates for each Tasking Authorisation Form |

KPI - Spec Writing

| | |
|-----------------------|----------------------------------------------------------------------------------------------|
| TAF Number | The reference number associated to the Tasking Authorisation Form |
| Version Number | The version number of the Tasking Authorisation Form |
| Date Raised | The date the Tasking Authorisation Form was raised |
| Date Returned | The date the Tasking Authorisation Form was raised |
| RAG Status | The RAG status, based upon the raised and returned dates for each Tasking Authorisation Form |

[illegible]

[REDACTED]

Contract 701549432 - Line 2 of Schedule 2 (SoR) - Maritime Overseer Support to Boat Inservice Support

[illegible]

[REDACTED]

Contract 701549432 - Line 3 of Schedule 2 (SoR) - to Boat Specification Writing

[illegible]

[REDACTED]

Contract 701549432 - Line 4 of Schedule 2 (SoR) - Maritime Overseer Support to Royal Fleet Auxiliary

[illegible]

Schedule 14 - Information Reporting

| KPI Criteria | KPI Assessment | No of Occurrences | Multiplier | Score | Overall KPI Score |
|---------------------------------------------------------------|----------------|-------------------|------------|-------|-------------------|
| TAF completed within 5 Business Days | Green | 0 | 1.00 | 0 | |
| TAF completed over 5 Business Days but within 7 Business Days | Amber | 0 | 0.78 | 0 | |
| TAF completed over 7 Business Days | | 0 | 0.60 | 0 | |
| Total No. of TAFs | | 0 | | | 0 No TAFs |

| | |
|--------------------|------|
| Overall KPI Status | Good |
|--------------------|------|

The Contractor shall input into these boxes the relevant TAF Reference Numbers for TAFs when the Date returned date is in the KPI period being reported on.

| TAF Number | Version Number | Date Raised | Date Returned | RAG Status |
|------------|----------------|-------------|---------------|------------|
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |

To add a new row, right-click anywhere inside the table above, and select Insert -> Table Rows Above. All formulae and formatting will be carried into the new row.

Schedule 14 - Information Reporting

The Contractor shall input into these boxes the relevant TAF Reference Numbers for TAFs that have been raised within the reporting period.

| KPI Criteria | KPI Assessment | No of Occurrences | Multiplier | Score | Overall KPI Score |
|---------------------------------------------------------------|----------------|-------------------|------------|-------|-------------------|
| TAF completed within 5 Business Days | Green | 0 | 1.00 | 0 | |
| TAF completed over 5 Business Days but within 7 Business Days | Amber | 0 | 0.78 | 0 | |
| TAF completed over 7 Business Days | | 0 | 0.60 | 0 | |
| Total No. of TAFs | | 0 | | 0 | No Tasks |
| Overall KPI Status | | Good | | | |

| TAF Number | Version Number | Date Raised | Date Returned | RAG Status |
|------------|----------------|-------------|---------------|------------|
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |

To add a new row, right-click anywhere inside the table above, and select Insert -> Table Rows Above. All formulae and formatting will be carried into the new row.

Schedule 14 - Information Reporting

The Contractor shall input into these boxes the relevant TAF Reference Numbers for TAFs with a Date returned date in the KPI period being reported on only.

| KPI Criteria | KPI Assessment | No of Occurrences | Multiplier | Score | Overall KPI Score |
|-------------------------------------------|----------------|-------------------|------------|-------|-------------------|
| TAF completed within 3 working days | Green | 0 | 1.00 | 0 | |
| TAF completed with 5 working days | Amber | 0 | 0.78 | 0 | |
| TAF completed in more than 5 working days | | 0 | 0.60 | 0 | |
| Total No. of TAFs | | 0 | | | 0 No Tasks |

| | |
|--------------------|------|
| Overall KPI Status | Good |
|--------------------|------|

| TAF Number | Version Number | Date Raised | Date Returned | RAG Status |
|------------|----------------|-------------|---------------|------------|
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |

To add a new row, right-click anywhere inside the table above, and select Insert -> Table Rows Above. All formulae and formatting will be carried into the new row.

Schedule 14 - Information Reporting

The Contractor shall input into these boxes the relevant TAF Reference Numbers for TAFs with a Date returned date in the KPI period being reported on only.

| KPI Criteria | KPI Assessment | No of Occurrences | Multiplier | Score | Overall KPI Score |
|---------------------------------------------------------------|----------------|-------------------|------------|-------|-------------------|
| TAF completed within 5 Business Days | Green | 0 | 1.00 | 0 | |
| TAF completed over 5 Business Days but within 7 Business Days | Amber | 0 | 0.78 | 0 | |
| TAF completed over 7 Business Days | | 0 | 0.60 | 0 | |
| Total No. of TAFs | | 0 | | 0 | No TAFs |
| Overall KPI Status | | Good | | | |

| TAF Number | Version Number | Date Raised | Date Returned | RAG Status |
|------------|----------------|-------------|---------------|------------|
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |
| | | #N/A | #N/A | #N/A |

To add a new row, right-click anywhere inside the table above, and select Insert -> Table Rows Above. All formulae and formatting will be carried into the new row.