

- [REDACTED]
- 4.2.3 in the event of resignation or redeployment of any of the Key Personnel, inform the Authority of the proposed replacement of such Key Personnel, and supply the curriculum vitae of such replacement who shall have the status, skills and experience at least equivalent to the individual they are employed to replace;
 - 4.2.4 allow the Authority the right to be present at the interview of any Key Personnel; and
 - 4.2.5 allow the Authority to make representations to the Contractor where the Authority is not in agreement with the redeployment of any Key Personnel or with the replacement proposed by the Contractor. The Contractor shall give reasonable consideration to such representation, but the decision of the Contractor shall be final.
- 8.3. In the event of any redeployment or resignation of any of the Key Personnel, the Contractor shall reasonably enforce the contractual requirement of the Key Personnel to work their designated notice period(s), to ensure appropriate knowledge transfer to his or her replacement(s) and shall demonstrate to the Authority that an appropriate knowledge transfer plan has been implemented.

9. Price

- 9.1. All payments to the Contractor will be in accordance with Condition 12 (Payment).
- 9.2. All prices quoted are exclusive of UK VAT in accordance with DEFCON 513 (Value Added Tax).
- 9.3. All prices recorded in Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) are Firm and are not subject to variation in any respect.
- 9.4. For all work which are Firm Prices, excluding the provision of spares, see Clause 9.6 below, the price agreed between the Authority and Contractor shall be calculated using the Firm Prices detailed at Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) and applicable to the period in which the work is to be undertaken.
- 9.5. For all work which contain a Limit of Liability (LoL), the final price agreed between the Authority and Contractor shall be calculated using the Firm Prices detailed at Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing –

15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) and applicable to the period in which the work is to be undertaken. In the event that Firm Prices cannot be agreed, prices will be in accordance with either DEFCON 127 (Price Fixing Condition for Contracts of Lesser Value) or DEFCON 643 (Price Fixing).

- 9.6. For the provision of spares, the price agreed between the Authority and the Contractor shall be the Firm Prices detailed at Table 4 (Spares) of Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) applicable at the date of order.

10. NOT USED

11. NOT USED

12. Payment

All Requirements listed in Schedule 2 (Statement of Technical Requirements) except Codified Spares and Un-Codified Spares

- 12.1. The Contractor shall submit their claim for payment quarterly in arrears on the Authority's acceptance of all work listed in Schedule 6 (KPI and Information Reporting) that has been completed or delivered in accordance with DEFCON 522 (Payment and Recovery of Sums Dues).

Codified Spares and Un-Codified Spares

- 12.2. The Contractor shall submit their claim for payment quarterly in arrears following delivery of all spares in accordance with DEFCON 522 (Payment and Recovery of Sums Dues).
- 12.3. NOT USED
- 12.4. NOT USED

13. Key Performance Indicators

- 13.1. The Contractor's performance shall be monitored on a calendar month basis (or other period to be agreed between the two parties) by the Authority using the following Key Performance Indicators (KPI):

13.1.1. KPI No. 1. – Annual Maintenance Packages – Achieve the Agreed Delivery Date and Defect Rectification

KPI No. 1.1 (Achieve the Agreed Delivery Date): The Actual Delivery Date is to be completed by the Contractor on or within 44 calendar days of the Agreed Delivery Date stated in the MOD Boats Form 2010B to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A).

If the Actual Delivery Date declared in the MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) exceeds 44 calendar days, the Authority will apply a Service Credit in accordance with Clause 2.1.1. below.

If the Actual Delivery Date is on or within 30 calendar days, as declared in the MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type

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A), the Authority will apply an Incentive Adjustment, in accordance with Clause 2.1.2. below.

KPI No. 1.2 (Defect Rectification): If, within 3 months of the Annual Maintenance Package being completed by the Contractor, a defect is found because of work undertaken or scheduled work omitted under KPI 1.1 (Achieve the Agreed Delivery Date), a MOD Boats Form 1030 (Defect Rectification Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Contractor will be required to undertake the rectification and the time to rectify that defect will be added to the time elapsed in KPI 1.1 (Agreed Delivery Date). The total time to complete an Annual Maintenance Package plus any associated defect rectification under KPI 1.2 shall be cumulative and must not exceed 44 calendar days. When the Authority issues a MOD Boats Form 1030 at Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Contractor has one Business Day before any time elapsed is counted towards the overall 44 calendar days turnaround.

The Authority will apply a Service Credit in accordance with Clause 72.1.1 below, if the total time to complete the Annual Maintenance Package and rectify all defects within this 3 month period exceeds 44 calendar days, which will be recorded on Schedule 6 (Key Performance Indicators and Information Reporting).

An Incentive Adjustment will be paid if the Actual Delivery Date for Annual Maintenance Package including Defect Rectification is achieved on or before 30 calendar days, in accordance with Clause 72.1.2.

13.1.2. KPI No. 2 – Spares – Responding to Request for Quotes and Spares Delivery

KPI No. 2.1 (Responding to Request For Quotes for Spares): Fully completed Request For Quotes (RFQ) for spares must be submitted by the Contractor within 30 calendar days of the RFQ request being issued by the Authority, using a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

KPI No. 2.2 (Spares Delivery): All codified spares must be delivered to the delivery address identified in Clause 23.4 above and within the delivery timescales stated in Table 4 (Spares) to Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)). All non-codified spares ordered on a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) must be delivered to the delivery address identified in Clause 22.4 above within the delivery timescales stated in the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

If the codified spares are not delivered to the delivery address identified in Clause 22.4 above, within the delivery timescales stated in Table 4 (Spares) to Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)), the Authority will apply a Service Credit in accordance with Clause 72.1.1. below.

If the non-codified spares are not delivered to the delivery address identified in Clause 23.4 above, within the delivery timescales stated in the a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Authority will apply a Service Credit in accordance with Clause 72.1.1. below.

13.1.3. KPI No. 3 – OPDEF Responses

KPI No. 4.1 (A1 and B1 OPDEFs): The Contractor shall respond to all A1 and B1 OPDEFs with a firm scope of work and quote within 6 calendar days of the OPDEF being raised by the Authority. The Authority shall review the scope and quote and either negotiate or accept the scope and quote.