

deficiencies or defects found during these inspections and/or audits shall be rectified by the Contractor at no additional cost to the Authority.

38.3. To enable the Authority's Authorised Representative to carry out his duties, the Contractor shall:

- 38.3.1. permit full access at all times to the work in progress and to all drawings, models, samples and articles or things of any kind pertaining to the Contract;
- 38.3.2. maintain full co-operation and provide all such drawings, information and assistance as may reasonably be required;
- 38.3.3. provide office and equipment including but not limited to desk, chair, telephone and internet facilities at the location where the work is being carried out;
- 38.3.4. submit all condition survey reports, dimension reports and readings from machinery in a timely manner;
- 38.3.5. submit Emergent Tasks or reductions (rebates) to a MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) in accordance with the Contract.

38.4. The Authority's Authorised Representative will have the right to:

- 38.4.1. reject any workmanship, article or material, which does not conform with the requirements of the Contract;
- 38.4.2. stop any test or trial or any other activity being carried out by the Contractor on the Workboat(s) at any time if, in his opinion, the safety of the Workboat(s), its equipment or personnel on board is compromised.

In respect of Clauses 38.4.1 and 38.4.2 above, the Contractor shall have a right of appeal to the Authority whose decision will be final and conclusive.

38.5. In the event of appeal by the Contractor against an Authority rejection of any workmanship, article or material;

- 38.5.1. notice of appeal shall be given to the Authority within 2 (two) Business Days of receipt by the Contractor of notification of rejection;
- 38.5.2. workmanship shall not be made good, nor the article or material removed until directed by the Authority.

38.6. Successful Appeal - Should an appeal by the Contractor prove successful then the Contractor will be entitled to claim an extension of time, in relation to KPI no. 1, Schedule 6 (Key Performance Indicators and Information Reporting) which is directly attributable to the successful claim. Any such extension of time shall be agreed between the Parties.

38.7. Unsuccessful or no Appeal - The Contractor shall make good or replace at his own expense and to the satisfaction of Authority's Authorised Representative, any workmanship, article or material rejected by the Authority. The Contractor shall also, if so, required by the Authority, mark any rejected article or material, in a manner acceptable to the Authority's Authorised Representative.



38.8. The Contractor shall not use surplus or used stores without the Authority's prior written approval. Where the Contractor proposes to use surplus or used stores in relation to a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), they shall submit their detailed proposals via 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), including the effects on prices or programme, to the Authority's Authorised Representative for consideration and, if appropriate, approval.

### **39. Attendance by Makers', Classification Society, Maritime and Coastguard Agency Representatives**

- 39.1. The Contractor shall be responsible for co-ordinating and arranging all attendance to execute or oversee work in connection with delivery, installation on board, setting to work, acceptance, maintenance, trials and repair or examination of machinery, systems and equipment's, under the Contract.
- 39.2. The Contractor shall make all arrangements for, and provide all necessary drawings, access and facilities for any work in connection with registration, classification, certification, surveys or trials.
- 39.3. The Contractor shall be responsible for co-ordinating and arranging attendance by all surveyors necessary for any certification required by the Contract.

### **40. Incidents**

- 40.1. If there is an incident which causes damage to any part of a Boat or which leads to a breach of security or safety, the Contractor shall inform the Authority immediately. If the Authority deems the incident to be sufficiently serious as to require investigation, the Contractor, if so requested, shall conduct such an investigation to establish the cause of the incident as soon as possible. In any event the Contractor shall identify the remedial action which they shall undertake to rectify the situation.
- 40.2. If the incident is such that the UK Health and Safety Executive sets up an enquiry to investigate the cause, then the Contractor shall be required only to establish recommendations for remedial action.
- 40.3. Where an investigation is to be conducted by the Contractor, the Authority will have the right to appoint representatives to participate in the investigation in any of the following capacities:
  - 40.3.1. as members of the investigating team;
  - 40.3.2. in an advisory capacity;
  - 40.3.3. to question witnesses.
- 40.4. The presence of such representatives of the Authority will be without prejudice to the Authority's right to accept or reject the findings and recommendations of the investigation.
- 40.5. If the Contractor wishes to call the Authority's personnel to an enquiry, either to give evidence or for any other purpose, prior approval to do so shall be sought from the Authority who will advise on the procedure to be followed.
- 40.6. A full report of the inquiry signed by all members of the investigating team shall be forwarded to the Authority and shall include:

- 40.6.1. a summary of the proceedings;
  - 40.6.2. evidence of any witnesses, together with copies of any sketches or diagrams which may have been produced;
  - 40.6.3. details of any difference of opinion between the investigating team members on any material point;
  - 40.6.4. the conclusions and recommendations of the investigating team.
- 40.7. The report shall not deliberate on any possible consequential adjustments to the Contract and shall be without prejudice to the rights of the Authority under the Contract, or otherwise, in respect of any loss or damage arising from any such incident.
- 40.8. Notwithstanding the foregoing, if the Authority wishes to conduct a subsequent enquiry, the Authority will have the right to require the Contractor, Sub-Contractor(s) or any other person(s) or personnel in their employ, to attend the Authority's enquiry in any capacity, to give evidence or for any other purpose.
- 40.9. If the Contractor proposes to call Service Personnel to the enquiry, either to give evidence or for any other purpose, prior approval to do so shall be sought from the Authority's Authorised Representative who will advise on the procedure to be followed.

#### **41. Quality - General Requirements**

- 41.1. 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.
- 41.2. The Contractor shall maintain a Quality Management System and continually improve its effectiveness in accordance with the terms and conditions of this Contract, ISO 9001-2015, the AQAP 2100 series and Defence Standards, as detailed below:
- 41.2.1. AQAP 2110 NATO Quality Assurance Requirements for Design, Development and Production (Edition A ver 2)
  - 41.2.2. AQAP 2105 NATO Requirements for Deliverable Quality Plans (Edition C)
  - 41.2.3. Def Stan 05-61 Part 1 issue 7 Concessions
  - 41.2.4. Def Stan 05-61 Part 4 issue 4 Quality Assurance Procedural Requirements for Contractors Working Parties
  - 41.2.5. Def Stan 05-99 Pts 1&2 Issue 1 Managing Government Furnished Equipment in Industry
  - 41.2.6. DEFCON 602A (Edn 04/23) (Quality Assurance with Deliverable Quality Plan)
- 41.3. In meeting the above, the Contractor shall provide the Authority with a Quality Management Plan in accordance with AQAP 2105 and Condition 29 (Integrated Project Management Plan) within 3 (three) months of the Contract Effective Date.
- 41.4. For the AQAP series, the following interpretations apply:

- 41.4.1. Where the Contract refers to the "Authority", the AQAP series refers to the "Acquirer"
- 41.4.2. Where the Contract refers to the "Contractor", the AQAP series refers to the "Supplier"
- 41.4.3. Where the Contract refers to the "Sub-Contractor", the AQAP series refers to the "Sub-supplier"
- 41.5. The Contractor shall ensure that all materials provided to the Authority throughout the contract abide by DEF-Stan 05-135.

## **42. Quality Management Plan**

- 42.1. The Contractor shall maintain the Quality Management Plan throughout the duration of the Contract; any changes shall be agreed with the Authority.
- 42.2. The Quality Management Plan shall set out the quality strategy, quality practices, available resources and sequence of activities relevant to the Contract and shall provide assurance to the Authority that:
  - 42.2.1. the Contract requirements and terms and conditions of this Contract have been reviewed;
  - 42.2.2. effective quality planning has taken place;
  - 42.2.3. identified risk areas are being addressed and mitigating action being taken;
  - 42.2.4. the quality of products and/or processes shall be assured; and
  - 42.2.5. those specific elements of the Contractor's quality system that are to be applied to the Contract are appropriate.
- 42.3. To satisfy the above requirements, the Quality Management Plan shall meet the requirements as detailed in AQAP 2105, and shall include:
  - 42.3.1. the strategy for Quality Assurance defining the Contractors commitment to complying with the quality system requirements as stated in this Contract.
  - 42.3.2. procedures that detail how the Quality Management System shall be used to deliver the Authority's requirements and which supplement the requirements for acceptance.
  - 42.3.3. arrangements for Quality Management review meetings to be held every three (3) months.
  - 42.3.4. procedures for maintaining ISO 9001:2015 certification.
  - 42.3.5. company organisation, competencies and resources
  - 42.3.6. supply base codes of practice; interfaces and standards policy.
- 42.4. In addition, the Contractor shall provide access to relevant parts of their Quality Manual upon request from the Authority.



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

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

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

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

#### **45. Packaging**

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

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

##### General

- 46.1. The Contractor shall be responsible for the care, protection, physical security, loss and damage of the Authority's Workboats, their equipment and other equipment and materials whilst in their custody, as set out in the MOD Boats Form 2010B to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A), from the point of either:
- 46.1.1. collection by the Contractor in accordance with DEFCON 621B (Transport (if the Contractor is responsible for Transport)); or
- 46.1.2. delivery by the Authority to the Contractor's Premises in accordance with DEFCON 621A (Transport (if the Authority is responsible for Transport));
- to the point of either:
- 46.1.3. delivery by the Contractor in accordance with DEFCON 621B (Transport (if the Contractor is responsible for Transport)); or



46.1.4. collection by the Authority from the Contractor's Premises in accordance with DEFCON 621A (Transport (if the Authority is responsible for Transport))

46.2. The Authority when handing over custody of a Workboat will present the Contractor with a signed MOD Boats Form 2010B to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A). The Contractor shall sign the MOD Boats Form 2010 accepting custody of a Workboat and shall complete the engine running hours before and after the refit or repair work has been undertaken. When returning custody of a Boat the Contractor shall sign and return the completed MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) to the Authority.

#### Berthing/Slipping

46.3. The Boat(s) whilst in the care and protection of the Contractor shall be docked and undocked and slipped and unslipped in accordance with the requirements of the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) and as required to complete the work. At all other times the Contractor shall place the Boat(s) in a suitable berth approved by the Authority. Except as may otherwise be approved by the Authority, the Contractor shall ensure the Boat(s) is fully afloat at all states of the tide.

#### Stability

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

#### Clean Boat and Protection of Equipment

- 46.5. The Contractor shall maintain high standards of cleanliness to decks, Boat compartments and passageways, Boat structure, dock bottom and steps (where applicable) and dock side.
- 46.6. The Contractor shall ensure there is no contamination of equipment or installation by any means including dirt, condensation, paint, shipyard arisings, corrosive products of grit blasting, lagging and kindred operations. Arisings shall be removed on a daily basis, whenever the nature of the work permits, and debris shall not be allowed to accumulate. In places where equipment may be subject to heavy wear or knocks from passing traffic it must be boxed in. All deck coverings shall be protected from dirt and damage.
- 46.7. The Contractor shall be responsible for making good damage to paintwork and fittings arising from Work in Way.
- 46.8. The Contractor shall remain responsible for the condition and cleanliness until acceptance of the Boat by the Authority.
- 46.9. The Contractor shall ensure compartments in which switchboards are located are kept clear of stores, tools and clothing.



- 46.10. The Contractor shall ensure all work which may have an adverse effect on electronic and/or environmentally sensitive equipment is completed before any such equipment is moved aboard and/or fitted.

#### Fire Precautions

- 46.11. The Contractor shall be responsible for firefighting arrangements whilst a Boat is in their care and protection. The Contractor shall:

- 46.11.1. provide access and action by the local Fire Authority to meet applicable legislation;
- 46.11.2. provide fire watcher and fire-fighters at all times during working hours and up to one hour after any hot work is complete in accordance with hot work procedures and for security rounds at cessation of the Business Day;
- 46.11.3. ensure clearance of fire hazards;
- 46.11.4. ensure availability of alarms, extinguishers and appliances;
- 46.11.5. provide equipment and training and exercising of personnel.

- 46.12. Without prejudice to the Contractor's responsibility under Shipbuilding and Ship Repairing Regulations (1960), supplemented by the Health and Safety at Work Act and the Shipyard Auditable Health and Safety Policy Document and all applicable legislation, the Contractor shall as and when requested by the Authority:

- 46.12.1. allow access to the Contractor's facilities to enable the Authority to check that the efficacy of the Contractor's precautions at Clause 46.11 above is to the entire satisfaction of the Authority; and
- 46.12.2. provide evidence of their compliance with this Clause 46.12.

#### Fire Precautions specific to Minor Warships

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

#### **47. Fuels, Lubricants and Hydraulic Fluids**

- 47.1. Where specified in a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) the Authority will provide the Contractor, on a free issue basis, with fuels, lubricating oils and hydraulic fluids (but not greases) required for the

Contract Award dated 15 March 2024



purposes of setting to work and trials. In such circumstances the Contractor shall provide early notification to the Authority of his requirements for fuels, lubricating oils and hydraulic fluids (but not greases) to enable the Authority to make delivery and for the Contractor to complete all work required under 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) by the Authority's Agreed Delivery Date.

- 47.2. Upon receipt of the fuels, lubricating oils and hydraulic fluids from the Authority the Contractor shall ensure suitable and safe storage.
- 47.3. In the event that it is necessary for the Contractor to undertake repetition of any tests or trials, due to a failure of the Contractor, the Contractor shall be liable for the cost of the fuels, lubricating oils and hydraulic fluids consumed during such additional tests and trials. Where the Authority provides fuels, lubricating oils and hydraulic fluids, the costs will be charged to the Contractor by the Authority at the rates current at the date of consumption.

#### **48. Government Furnished Information**

##### **General**

- 48.1. All Government Furnished Information disclosed by the Authority pursuant to this Contract is set out in Schedule 10 (Government Furnished Information).
- 48.2. Subject to Clause 48.1 the Contractor shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to claim against the Authority on grounds that the Government Furnished Information is insufficient, and shall make its own enquiries as to the adequacy of that information.
- 48.3. In the event the Contractor discovers that the Government Furnished Information supplied by the Authority is inaccurate, the Contractor shall immediately notify the Authority of such inaccuracy and any impact on the Contract including any requirement for a change in the Contract.
- 48.4. Nothing in this Condition 48 shall exclude any liability which the Authority or any of its agents or employees would otherwise have to the Contractor in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the date of this Contract.
- 48.5. The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy of any kind, in the Authority provided information.

##### **Drawings, documents and information**

- 48.6. Where the Contract states that the Authority will supply any drawings, documents or information to the Contractor they will be provided free of charge.
- 48.7. On completion of the Contract, the Authority's Authorised Representative will advise the Contractor of the method of disposal of all drawings, documents and other information supplied to him in accordance with Condition 48 above.

#### **49. Custody of and Accounting for Material owned by the Authority**

- 49.1. Without prejudice and further to the provisions of DEFCON 601 (Redundant Material), DEFCON 609 (Contractor's Records), DEFCON 611 (Issued Property) and DEFCON 694