



Ministry  
of Defence

## **Contract**

**701300387 –**

# **QUEEN ELIZABETH CARRIER PERSONNEL ACCOUNTING AND LOCATION TRIAL**

**01 January 2021 to 31 March 2022**

**Between the Secretary of State for Defence of  
the United Kingdom of Great Britain and  
Northern Ireland**

**And**

**Kinsetsu Limited**

Team Name and Address:  
Navy Commercial  
MP1.1, NCHQ  
Leach Building  
Whale Island  
Portsmouth  
PO2 8BY

Contractor Address:  
Unit A4 Harbour Court,  
5 Heron Road  
Belfast  
BT3 9HB

## 1 Definitions - In the Contract:

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in 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;

**Contractor Commercially Sensitive Information** means the information listed as such in the Contract, 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 services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor 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;

**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.

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**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.

## 2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## 3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

## 4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

## 5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

## 6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following

the completion of receipt by the sender of verification of transmission from the receiving instrument.

## 7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## 8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## 9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
  - (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## 10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## 11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

**13 Progress Monitoring, Meetings and Reports** The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **19 Limitation of Contractor's Liability**

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## **20 The Project Specific DEFCONs and DEFCON SC Variants that apply to this Contract are:**

DEFCON 5J (Edn 11/16) - Unique Identifiers

DEFCON 76 SC1 (Edn 12/16) - Contractor's Personnel at Government Establishments

DEFCON 129J SC1 (Edn 06/17) – The Use of the Electronic Business Delivery Form

DEFCON 502 SC1 (Edn 11/16)- Specifications Changes

DEFCON 503 SC1 (Edn 12/16) – Formal Amendments to Contract

DEFCON 524A SC1 (Edn 08/20) – Counterfeit Materiel

DEFCON 532A SC1 (Edn 08/20) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 06/17) – Subcontracting and Prompt Payment

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 (Edn 10/20) - Change of Control of Contractor

DEFCON 609 (Edn 08/18) or SC1 (Edn 08/18) - Contractor's Records

DEFCON 611 SC1 (Edn 12/16) – Issued Property

DEFCON 620 SC1 (Edn 12/16)– Contract Change Control Procedure

DEFCON 627 SC1 (Edn 12/16) - Requirement for a Certificate of Conformity

DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m

DEFCON 658 SC1 (Edn.11/17) - Cyber

Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138

## **21 The special conditions that apply to this Contract are:**

**AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **22 The processes that apply to this Contract are:**

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender dated 14 December 2020.

## Schedule 1 – Statement of Requirements

### Background:

#### Personnel Accounting

The size of the Queen Elizabeth Carrier (QEC) class ships including HMS Queen Elizabeth (HMS QNLZ), frequency of transient visitors and the sheer number of people on board at any one time makes it extremely challenging to account for all personnel in a timely manner using existing procedures and equipment. During emergency situations (fire, flood, man overboard etc.), it is essential that the number of people on the ship is known, that they can be positively accounted for and that their location can be established. There are also more routine tasks and times of higher readiness that could be enhanced by a better personnel accounting system.

HMS QNLZ currently uses a physical peg board (for core Ship's Company), a T-card holder (for accredited visiting contractor / shore support staff) and a visitor log (for all other visitors) to account for the number of personnel on board. It is conceivable for there to be in excess of 2000 people on board, inclusive of core ship's staff, embarked forces and the civilian dockyard workforce. The constant churn of people on and off the ship, across multiple points of entry and egress, and the more than 3000 compartments on board, increases the challenge of maintaining a single assured view of the number of people on the ship at any one time. This challenge is supported by real events and incidents on HMS QNLZ where it has been difficult to positively account for personnel. Peg boards are vulnerable to errors caused by personnel moving the wrong peg, or the boards being physically knocked over.

Some specific examples of emergency, higher readiness and more routine tasks that could be improved by a better accounting system for personnel include:

- **Emergency Clear Lower Deck / Emergency Stations:** The process to account for manpower in a timely manner in response to an emergency which seeks to determine if any personnel are missing or to generate a pool of spare hands to aid the ship's response to an incident.
- **Operation Thimblehunt:** The procedure to account for personnel and then initiate a search by allocating manpower to routes in order to search every part of the ship and locate personnel that cannot be accounted for.
- **Defence Watches:** The routine where 50% of the ship is manned and ready at any point to provide the Ship's Command with a timely response to threats or incidents. A manpower check is conducted at each watch change. Consideration of the sleep patterns of off-watch personnel makes the use of broadcast systems to undertake routine command and control untenable; therefore, manual registers and telephone check-in procedures are currently employed.
- **Action Stations:** The highest state of readiness for the ship and where manpower resource is required to be positively controlled by Command and efficiently allocated to tasks. Manual registers and telephone check-in procedures are currently employed to deliver this.
- **Pre-Sailing Souls on Board Checks:** Checks that require coordinators to verify manning status, to deliver the regulatory requirement to register all personnel on board with the appropriate shore authority.

#### Personnel Tracking

Due to the size of the vessel, the numbers of personnel involved, and the urgency associated with some of these scenarios, tracking personnel (as well as accounting for them being on board) can also be difficult to achieve in a timely manner. In the case of Operation Thimblehunt it is likely that a search would be initiated to find missing persons. In a real incident, these persons could be



incapacitated in one of the 3000 compartments in a remote part of the ship which is infrequently accessed. In addition, vessel size can make search distances long and time consuming. This presents a challenge that may result in lives being put at risk. Being able to locate personnel more quickly (either accurately or through narrowing the search) would reduce this risk. In addition, there are other scenarios where the ability to locate individuals would support more robust safety compliant routines or enhance situational awareness for the Command.

Some specific examples of tasks that could be supported by improved personnel tracking include:

- **Man Below Routine:** This routine requires individuals to indicate their presence in compartments that have an increased hazard associated with them, such as main machinery spaces. The current routine involves the physical placement of a personally identifiable tally on a hook in the Ship Control Centre prior to transiting and entering one of these spaces. Putting a peg on a hook indicates intent and authorisation to enter but does not confirm the presence of the individual in the space. Replacing this with a system which maintains the authorisation check and also positively confirms who was in the space would enhance situational awareness.
- **Rounds:** These are regular patrols, conducted on a routine basis on the ship for a number of reasons, the majority of which support safety or security. Personnel are required to physically walk a route and conduct checks in the compartments. The delivery of a tracking solution placed in proximity to the compartments demanded by this routine would allow an evidential and auditable record that rounds were conducted. Along with the personnel location requirement, this would also allow a rounds-man to be located should they become incapacitated or merely behind schedule on a remote rounds route.
- **Data Capture and Analytics:** By capturing anonymised data on the daily movements of personnel on board the ship, data analytics could be used to identify trends and support efficiency measures such as ensuring maintenance and cleaning tasks are undertaken at the quietest times.

## Requirements:

### Aim

The overall technical aim for this work is to install the supplier's PAL solution onto HMS Queen Elizabeth (QELZ) and conduct a Fleet Minor Trial (FMT) in order to further shape the user and system requirements for the PAL capability that Navy Command HQ wants to procure for QEC class ships (and possibly capital ships). Some of the key objectives for this work are:

- Verify that the PAL solution from the supplier can be integrated with the existing systems and ways of working on a QEC ship.
- Obtain evidence that the PAL solution operates effectively from a technical viewpoint when performing PAL tasks on a ship.
- Gather evidence and opinions on the Human Factors aspects of deploying this PAL technology when used by ship's company, visitors and contractors.
- Identify lessons which will help NCHQ scope and shape the requirements for the full-fit PAL capability on QEC ships.

An iterative, incremental and team-based approach is to be employed by the supplier working closely with MOD stakeholders and Dstl throughout the project.

A critical functional outcome of the project will be demonstrations of the PAL concepts employing "use cases" that have been drafted by the NCHQ Project Sponsor and Dstl. A summary of the "use cases" is narrated below:

- **Accounting for known people:** Whenever a member of the ship's company, a visitor or contractor enters or leaves the ship via the reception areas, the PAL system provides an accurate record of their ingress / egress.
- **Registering:** When a new visitor or contractor comes aboard the ship for the first time, the PAL system provides an effective and efficient method to register them and associate a physical RFID tag with this person to locate them while aboard.
- **Querying:** When the crew at the reception area is asked whether a specific person is aboard the ship now, the PAL system provides an accurate response.

- **Mustering:** During a simulated emergency, some or all people will report to a particular location (e.g. Junior Mess Hall) where a muster of Souls on Board is made; the PAL system provides a quick and effective means to identify any missing people.
- **Locating:** When requested, the PAL system should accurately provide information about the last known observed location on the ship with the trial area of a specific person so that a focused manhunt for them can begin, recognising that the trial provides only very narrow RFID coverage and the last known location may be out of date.
- **Sustaining:** During the FMT, the Human Factors (HF) issues associated with people wearing RFID tags to help locate them in an emergency needs to be examined to ensure the PAL system is sustainable for matelots in real life. The supplier shall provide the tags but it shall be incumbent on NCHQ/Dstl Human Factors personnel (led by Jennie Cowell-Butler) to assure themselves of any HF impact on a warship.

These “use cases” will be illustrated to MOD stakeholders during the FMT.

### **Approach**

Throughout the project, MOD is looking for the supplier to engage with NCHQ, parties involved in installing equipment onto QELZ, QELZ ship's company and Dstl in an open manner and respond to challenges arising in a prompt / professional way. The Dstl Project Manager will monitor the project's progress via monthly reports created by the supplier (details in Requirement 1), and meetings – over the telephone, audio visual platforms or face to face as appropriate – will be organised whenever needed to discuss challenges and the way ahead.

Owing to the availability of QELZ, the installation of the PAL system onto the ship must be achieved during the QELZ's Capability Insertion Period which is TBC by NCHQ/Dstl but is estimated to be January 2021. The demonstration of the PAL system by the supplier and the gathering of the evidence of their PAL system's operation on QELZ will be covered in the period for 14 months following the system's installation onto QELZ and the subsequent Go-Live date.

All hardware and software procured and produced under this project are to be provided for MOD's use at subsequent experimentation either on PWLS, QNLZ or at MOD premises. All equipment and software is provided for MoD's use at subsequent experimentation either on PWLS, QNLZ or at MOD premises, noting that purchase of licencing and maintenance is required to enable full operational use of same.

It is expected that the supplier provides people with the following roles / skill sets:

- **Project Manager.** Able to manage projects using suitable modern PM tools and methods.
- **Technical Architect.** Able to design the PAL system and how it can integrate with the systems already on PWLS.
- **Wearable RFID tag technology Subject Matter Expert.** Able to provide expertise and advice on how to best deploy a wearable RFID tag technology onto the people who will be on PLWS.
- **Software Developer.** Able to design, build, test and document software to meet the needs of the project using modern software engineering principals.
- **RFID Hardware Engineer.** Able to configure, test and optimise the reading of RFID tags by UHF readers in complex environments such as PWLS.
- **System Installer.** Able to install the equipment safely into the PWLS environment.
- **Trainer.** Able to prepare and present training on how to use the PAL system to PWLS crew.
- **System Support Technician.** Able to support the PAL system during the FMT and provide advice to ship's company in how to maintain the PAL system and keep it working.

These are only indicative and the supplier can provide a proposal for different roles in order to deliver all aspects of the project. The supplier might provide one person to cover several of these roles. The supplier must provide evidence of the skills and past experience of named people to fulfil the identified roles. The system engineering approach adopted by the supplier in the earlier DASA contract can be applied to this project. The methodology adopted by the supplier to install, support and decommission ID readers and associated hardware on the QELZ should be based on the



supplier's past experience of installation in a risk-based safety approach coupled with their ability to support technology prototypes being explored by their customers

#### Requirement 1: Project Management

The supplier is expected to attend appropriate meetings at the Portsmouth dockyard (for installation and FMT support).

Any exceptions to the supplier's ability to satisfy the requirements outlined in this SoR shall be brought to the attention of the NCHQ Project Sponsor, the Dstl Project Manager and the Dstl Technical Partner as soon as it is known and recorded in the monthly reports.

#### Deliverables:

- Regular Monthly Reports.

- 

#### Acceptance Criteria:

- The monthly report must be delivered on time, cover all of the aspects cited above and be adequate to give the Dstl Project Manager a full appreciation of the project's progress.

#### Requirement 2: Purchase of Additional Hardware for additional FMT

The supplier must support the purchase of the following items of hardware in order to deploy their PAL system onto HMS Queen Elizabeth:

- 2 x server laptops.
- 3 x client laptops.
- 13 x RFID HF readers housed in IP67 casings with magnets to connect to the bulkhead
- 8 x UHF readers for location purposes each with a PoE+ box.
- Slave UHF antennae for connection to UHF readers to provide greater coverage and direction of travel
- 22 x IP67 junction boxes (with magnets to connect to the bulkhead) to safely secure Cat6a terminators that are onward connected to the HF readers.

The exact method to procure the items in order to have them ready for installation onto QNLZ in CIP3 is yet to be determined.

Based on the previous DASA contract, coupled with the procurement of the aforementioned equipment, the supplier should now have the devices listed to fulfil their PAL installation solution on QNLZ and connect them to the ship's Internal Network Electronics (INE) network according to the details in table 1 of document 20201127-Kinsetsu\_PAL\_Phase3\_SoR-v03-O or latest version available from the project Technical authority. The equipment will be installed by the supplier in association with BAE Systems staff at the Naval Dockyard and the ship's INE team.

#### Deliverables:

- Evidence that all the devices have been ordered (with expected delivery time of 6 weeks) so that all equipment is obtained by the supplier and that functional & safety tests on each device has been done at the supplier's site prior to installation January 2021.

#### Acceptance Criteria:

- The devices supplied are of the appropriate model and in the quantity required and are CE certified. The devices are coming from the USA and whilst certified by the manufacture, the export regulations do not require a CE sticker to be attached to the device. This will be acceptable so

long as NCHQ / Dstl have paperwork to confirm they conform to the appropriate safety regulations for installation onto QELZ. The ship's INE team have the ability to PAT test and issue CE stickers on equipment aboard QNLZ.

- Unit tests on each device have been done to show they work as prescribed according to their technical specifications and that tags can be read by readers etc.

### Requirement 3: Revised Functional Design of the PAL System

The supplier should revise the functional design of the PAL system to reflect how it will operate once installed onto QELZ, e.g. to include connectivity to the ship's INE network. The supplier should document the design of the PAL system in terms of its system architecture and its behaviour with respect to how it operates when performing the various use cases.

Within the scope of the revised PAL system architecture, the supplier should develop, test and document the PAL system software to reflect essential changes including the following:

- Implement new software to accommodate the new UHF reader type with its new IP rating needed for installation onto QELZ. This might include having to change the middleware software and integrate it with KTrack.
- Implement changes to the server software so that it can handle a redundant twin server holding the same data as the primary server and so make the client server architecture more resilient. Tests should be conducted to demonstrate the ability of the PAL system to cope when the primary server fails and later recovers.
- Implementing the schematics of the various compartments on the QELZ that the UHF readers are near, and display these compartment details using the PAL system's RTLS.
- Make minor code updates and conduct tests to ensure the quality of RFID reads are improved based on the lessons identified during the PWLS FMT.
- Revise the system architecture to include the RFID readers once configured
- Update the software configuration to provide high availability of deployed code that is optimised for this larger-scale deployment, and test the PAL system for its ability to handle increased numbers of users and volumes of RFID tag / card reads.

### Deliverables:

- Documentation of the PAL system architecture in terms of its structure and behaviour to feed into the security accreditation paperwork. This documentation will include evidence of: (i) complete testing of the end to end solution, and (ii) a technical and security review of the end to end solution architecture and document any dependencies on QELZ systems.
- Descriptions of the software changes done for this project are to be included in the monthly report; description of the software design is required but the code is not required (IP retained by supplier).

### Acceptance Criteria:

- Review of the system architecture is to be done based on technical and security quality, completeness, readability and appreciation of the linkages / dependencies of the PAL system on those systems on QELZ.
- Review of the software component design and testing is done based on technical quality, readability and completeness of testing (with evidence to show that the components are tested fully to ensure they deliver the behaviour needed in the various use cases).

### Requirement 4: Procure Wearable RFID Tags and Visitor Cards

The supplier shall procure the following types of wearable RFID tags that can be worn by ship's company in order to identify their location on the ship:

- 200 x RFID tags embedded in wrist bands. Any artwork included on these wrist bands should reflect a military charity.
- 200 x RFID tags that can be readily attached onto the inside of epaulette badges<sup>1</sup>.
- 1500 x RFID Laundry 2G tags that can be sewn into clothing or put in shirt or trouser pocket.
- 1500 x RFID Mini tags that can be attached to boot laces.

The supplier shall procure 700 x visitor card packs; each pack includes a single-sided visitor / contractor card, a lanyard and a card holder. These will help provide the accounting and location functions for visitors and contractors.

The supplier must test, at their site, the ability of the HF and UHF readers to detect the presence of the visitor cards and wearable RFID tags respectively. The test should be in a realistic setting where the readers are at similar distances from people as would be expected on QELZ, and that the wearable devices are worn in a variety of ways to ensure the readers accurately detect the RFID tags at a reasonable range to cover situations where a person is carrying a tag but not necessarily in an optimal way for an overhead read, e.g. a mobile phone tag carried in a trouser pocket or if someone's hand is near the tag when it is read. This test will baseline the system performance in an office environment which can be then affected once deployed onto a ship due to the amount of metal etc. present. The supplier is not requested to investigate Human Factors situations where the person is trying to avoid being read; should a person wish to avoid detection by removing the tag from their person, the system will not capture their presence. The reporting layer can however be configured to highlight such offenders via their lack of movement within a defined period, e.g. no movement for 12 hours etc., enabling behaviours to be changed, ensuring compliance and improving personnel safety.

Evidence should be gathered by the supplier that all visitor cards and all RFID tags work with all readers as expected. Lessons identified through these tests of the likely ability of the readers to detect RFID tags worn by people in optimal operating mode. The supplier should engage with the Dstl Human Factors SME in order to provide convincing evidence that the range of wearable RFID tags is sufficient and appropriate to guarantee location identification of a person on the ship.

#### Deliverables:

- Evidence that all the tags and visitor cards have been purchased and delivered by January 2021, and all can be successfully read by readers in ideal circumstances. This can be incorporated into a monthly report.
- A short report highlighting the testing of the various wearable RFID tags done by the supplier, and how accurately the three wearable types were detected by the UHF readers when the tags were worn in different places on the body. The report should narrate how well the three tag types performed when the wearer tried to hide the tag. The report should include recommendations for other types of wearable RFID tags that RN crew could have. This report should be incorporated into the relevant monthly report.

#### Acceptance Criteria:

- All RFID tags and visitor cards are readable.
- The Dstl Human Factors SME observes and satisfies themselves during trial that tags can be detected whilst being worn anywhere on person and if any clothing prohibits detection. Should a person wish to avoid detection by removing the tag from their person, the reporting layer can be configured to highlight such offenders via their lack of movement within a defined period, e.g. no movement for 12 hours etc. and this enables behaviours to be changed, ensuring compliance.
- The recommendations from the supplier on other forms of RFID wearable tags and positions detectable on personnel are judged appropriate and sensible for use by RN crew by the NCHQ Project Sponsor.

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<sup>1</sup> Covers shoulder epaulettes worn by officers and rank slides worn by ratings on their chest.

#### Requirement 5: Prepare Software for FMT

The supplier should ensure that all software in the PAL system is ready to run once installed onto QELZ. This preparation will include:

- Provision of an additional software license for the second server to ensure high-availability of the PAL system once deployed.
- Provision of new licenses for the UHF RFID Middleware for new RFID readers purchased.
- Provision of new licenses for the Middleware for new HF readers purchased.
- Provision of software licenses for the two client laptops.
- Licencing will be provided for all software components until 31 March 2021. Thereafter the products may be purchased via G Cloud or Digital Outcomes and Specialists Frameworks

#### Deliverables:

- The supplier will provide licensing for all components of the PALS solution until 30 March 2022. This evidence can be incorporated into a monthly report.

#### Acceptance Criteria:

- New licenses bought and all licenses are available for the duration of the project.

#### Requirement 6: Testing of the PAL System prior to Deployment

The supplier must demonstrate to the NCHQ Project Sponsor and Dstl, that all types of hardware and software can be correctly connected together and that the PAL system operates correctly to the supplier's design. This demonstration must illustrate that the system operates as expected such that the correct flow of information occurs between components and information is processed as designed by the components. This should be demonstrated using each of the use cases.

#### Deliverables:

- A testing plan for FAT (similar to that carried out for the smaller system at HMS Collingwood) must be prepared in advance, evidence should be gathered and recorded in a Test Report to illustrate that all tests were completed. Any failed tests must be rectified.
- Evidence that the supplier has conducted the FAT. The Test Report should be delivered following the FAT.

#### Acceptance Criteria:

- FAT conducted on time to meet installation schedule. All tests passed; if not then remedial action taken, tests re-done and successfully passed.

#### Requirement 7: Installation of PAL System onto QELZ and Aboard Testing

The supplier should install the PAL system onto QELZ, commission it ready for the FMT, conduct testing on the PAL system in situ on QELZ and optimise the system's performance to take into account the specific characteristics of the ship. To develop these outcomes, the supplier should undertake tasks including the following:

- Engage with the BAE Systems' INE team and Engineering Services to install the equipment onto QELZ and connect all pieces together.

- Execute the method statement for safe installation of the PAL system onto QELZ. Dstl/NCHQ will confirm RAMS / Health & Safety requirements for aboard HMS QELZ.
- Configure and test the UHF and HF readers to ensure they work as expected in the ship.
- Re-configure the software and hardware for inter-connection with the INE aboard QELZ.
- Perform overall PAL system commissioning and testing to demonstrate use cases work as expected when deployed on the ship.
- Optimise the UHF reader configurations and tune the RFID signals to maximise the probability of RFID reads at the various location points on the ship.
- Engage with MCTA (who are responsible for conducting an Engineering Assessment (EA) of the PAL kit installation on QNLZ) and rectify any issues picked up by the MCTA team so that successful sign-off of the EA can be done ahead of FMT commencement.
- Engage with QNLZ's MAA (Master At Arms) to ensure that details of QNLZ ship's company are installed onto the PAL system.
- Engage with NCHQ Security Assurance Coordinator, provide any requested information (including for the TSI) and modify the PAL system as needed based on their advice to ensure that the PAL system is secure and has suitable sign-off from the Information Owner.
- If deemed necessary by the NCHQ Project Sponsor, engage with Dstl (and possibly also E3) to ensure there is no mutual interference between the components of the PAL system and the systems already operating on QNLZ.

The set-up and configuration files for all hardware and software in the deployed PAL system aboard Qelz are to be copied by the supplier and given to the ship's maintenance crew so that the PAL system can be re-initialised following a re-boot should that prove necessary during the FMT. A copy of the configuration files is to be provided by the supplier to Dstl.

#### Deliverables:

- Copy of the configuration files for all PAL system components. This should be provided to Dstl on a CD at the end of the project and a summary included in the Final Report.
- Sign-off of the PAL system installation as being safe and tested to be done by BAE System's INE and Engineering Support teams. This should be done in Jan 2021.
- Evidence that the deployed PAL system has been tested in situ and delivers all use cases. This should be done prior to handover in Jan 2021.

#### Acceptance Criteria:

- Set by QEC Design Authority, and verified by MCTA, for safe installation of PAL equipment.

#### Requirement 8: Training and Handover

The supplier should prepare suitable training materials and deliver this training to aid the handover of the PAL system for the FMT. Two audiences should be addressed in this training:

- Users of the PAL system. The supplier should create adequate training material and be prepared to deliver that material during the handover period to senior ship's company and the crew who work in the reception areas in order to explain how the PAL system works and what crew, visitors and contractors must do for the PAL system to be used correctly. The training must cover how the PAL system should be correctly used to cover each of the use cases.
- Maintainers of the PAL system. The supplier should create and be prepared to deliver training to the INE operators aboard the QELZ who will be responsible for maintaining the PAL system during the FMT. Detailed information on how to configure, optimise and recover the system should be included for these skilled (but non expert operators) to ensure the PAL system is resilient and can be brought back into life following any downtime.



Once the PAL system is installed on QELZ and the training materials have been prepared, the supplier should be prepared to deliver both of the training courses to nominated personnel during the handover period prior to FMT commencement when they are resident in the Portsmouth dockyard. It is anticipated that training to the maintainers will only have to be done once, while to the users it may have to be delivered up to three times. The supplier should video the training and the screen shots of the PAL system during the various phases of the system operation so that any training needed by personnel after the handover can be done based on this video.

Deliverables:

- Training materials (e.g. PowerPoint presentation with PAL system screen shots) for both users and maintainers of the PAL system are to be produced. This should be ready for the handover period before the FMT, namely by Jan 2021.
- Videos of both training presentations. Should be ready for Jan 2021.

Acceptance Criteria:

- Questionnaires of users and maintainers will be taken following the training to see if they understood the PAL system in terms of how they would operate the PAL system to achieve some specific desired outcomes. The desired outcome(s) should be specified and agreed between Dstl and Kinsetsu to enable pre-testing by Kinsetsu. This questionnaire will be the responsibility of and be administrated by the Dstl Human Factors SME. Scores for understanding and testing their comprehension should be 7 / 10 or above.

Requirement 9: Support for the FMT

The supplier must support the PAL system while it is being used during the FMT to ensure the system remains operational throughout the duration of the trial and that the maximum benefits of the FMT are realised by NCHQ. Key aspects of this support include:

- The Ship's Staff should be able to monitor the state of the PAL system while it is operating on QELZ. The supplier should make a daily touch base with QELZ maintainers to ensure all aspects of the PAL system are running OK whilst alongside and any glitches which are not report-worthy can be identified. Any report-worthy incidents will be logged by the Ship's Staff with the supplier via Kinsetsu's Help Desk as per normal operating procedures. If any faults are discovered then the supplier should initiate remedial actions immediately to resolve any problems and keep the QELZ maintenance operators and Dstl informed.
- The supplier will provide remote support by telephone and email for the duration of the trial, Monday to Friday, 8am to 6pm.
- Once the PAL system has been handed over to the QELZ maintenance crew for the start of the FMT, a two week period of running the PAL system should occur to determine if the system operates as expected. The supplier should then travel to the Portsmouth dockyard in order to conduct a site visit and engage with the ship's company, the NCHQ Project Sponsor and Dstl in order to determine that the PAL system is operating as expected. At this meeting, the supplier should identify if there are any features in the PAL system that need to be rectified or updated.
- Should a technical issue arise that cannot be resolved over the phone / internet, or at the request of the NCHQ Project Sponsor, then the supplier should be prepared to travel and make on-site visits to the QELZ while it is in Portsmouth dockyard at the bequest of the QELZ maintenance users and in agreement with the Dstl Project Manager. It is anticipated that following a request, the supplier should make every effort to attend the QELZ within 3 working days. Such visits are treated as Options that can be taken up by Dstl should the need arise to keep the PAL system working. Costs for T&S to cover these additional visits should be submitted in advance of the visit to the Dstl Project Manager for approval.
- At the end of the FMT, the supplier should make available all data relating to the daily effectiveness of the HF and UHF readers to read cards / tags, so that subsequent analysis can be done by Dstl. It will be the responsibility of Human Factors SME to obtain evidence relating to the Human Factors aspects of the FMT and provide to Dstl after the trial; Kinsetsu may be asked to comment on this



evidence and incorporate their recommendations relating to HF issues as part of the monthly Report.

- At the end of the FMT, the supplier should propose an Option to Dstl to make provisions to travel to the Portsmouth dockyard, come aboard the QELZ and decommission / remove nominated equipment from the ship. If this Option is taken up then the NCHQ Project Sponsor will nominate what equipment they want removing; the remainder will be left on the ship. The supplier must demonstrate that all personnel data relating to ship's company, visitors and contractors used during the FMT is destroyed. The supplier should attend a debriefing meeting with NCHQ and Dstl to discuss any lessons identified.

#### Deliverables:

- The supplier will include a log of support calls received during the trial. This log should be provided in the relevant monthly reports and summarised in the monthly Report.
- Any issues that caused the PAL system to be non-operational on QELZ must be reported by email to Dstl on a daily basis.
- Any updates to the PAL system implemented, tested and deployed in the FMT should be notified to Dstl on a daily basis and be documented in the monthly Report.

#### Acceptance Criteria:

The PAL system, which must be operational at handover at the beginning of the FMT, remains in the same state of health, accuracy and effectiveness during the entire trial save for normal wear and tear so long as that has no impact on the PAL system's ability to deliver the "use cases" over a 14-month period.

#### **Contract Start Date and Duration and maximum value.**

Contract should commence as soon as possible in December 2020 and last until March 2022. The cost cannot exceed a value of £359,834 (excluding VAT).

#### **Security Considerations.**

Accreditation of the system is provided alongside the FMT on PWLS for a smaller system and will be extended to cover this installation. All reports are completed at Official, although will be treated as commercial in confidence due to the suppliers IPR included.

#### **Government Furnished Equipment/Information (GFE/GFI).**

Access to the QEC Ship HMS QELZ and personnel data to upload to the system will be provided, as will the installation of cabling and INE connectors as stated in requirements.



## Schedule 2 - Schedule of Requirements

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code	Packaging Requirements inc. PPQ and DofQ	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total (including packaging, delivery and any applicable import charges)
1			Hardware & Software (Purchase of Goods – first payment)	XY	00	January 2021	1		
2			Hardware & Software (Purchase of Goods – second payment)	XY	00	January 2021	1		
3			Professional Services (Design & Lab Build) – Design Sign-Off	XY	00	January 2021	1		
4			Professional Services (Design & Lab Build) – Completion of Lab Testing	XY	00	January 2021	1		
5			Professional Services (Deployment Phase & Travel)	XY	00	January 2021	1		
6			Professional Services (Ongoing Support Phase)	XY	00	January 2021 – March 2022	1		
Quantities shown are expected numbers and not a guarantee of amounts due. Quantity ordered under the contract may differ.								<b>Total Firm Price</b>	£350,442.00

Item Number	Consignee Address (XY code only)
All	HM Naval Base Portsmouth

Item Number	Payment Schedule
1-6	Payments to be made following delivery of each individual purchase/service

## Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: 01 January 2021</p> <p>The Contract expiry date shall be: 31 March 2022</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>AQAP 2131</p>

<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>A completed DEFFORM 68 (Hazardous Articles, 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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address)</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p> <p>N/A</p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>

**Appendix - Addresses and Other Information****1. Commercial Officer:**

Name: Gary Cornish

Address: MP1.1 NCHQ, Leach Building, Whale Island, Portsmouth, PO2 8BY

Email: gary.cornish100@mod.gov.uk

**8. Public Accounting Authority:**

- 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
- 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:

See Schedule of Requirement

**3. Packaging Design Authority:**

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

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

As per section 2



(b) U.I.N.

**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 8JHAir 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 ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 [www.freightcollection.com](http://www.freightcollection.com)**5. Drawings/Specifications are available from:****6. Intentionally Left Blank****7. Quality Assurance Representative:**

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.uwh.diiif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]**11. The Invoice Paying Authority:**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

Fax: 0151-242-2809

**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 Arncliffe

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

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto: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 Intranet site requests should be submitted through the Commercial Officer named in Section 1.



**Ministry of Defence**  
**Acceptance of Offer of Contract**

To:

We acknowledge receipt of your Department's Letter of Offer, reference 701300387 dated 18 December 2020, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

We agree that the contract shall be subject to English Law.

**Offer and Acceptance**

**A) Offer**

Contract 701300387 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 04 January 2021. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.

**B) Acceptance of Offer of Contract**

I acknowledge receipt of the Departments contract letter reference 701300387.

I confirm that I accept the Offer it contains and agree to be bound by its terms.

**Section C) Tier 1 Sub-Contractor data:<sup>2</sup>**

Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No
Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No
Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No
Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No

<sup>2</sup> The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on [http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-index\\_en.htm](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-index_en.htm)