SC1B (Edn 08/20)



**Contract**

**701547401 –**

**Sensors for Otter Pro**

**23 February 2021 to 1 April 2022**

|  |  |
| --- | --- |
| Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern IrelandTeam Name and Address:Navy CommercialMP1.1, NCHQLeach BuildingWhale IslandPortsmouthPO2 8BY | And **RS Aqua Ltd**Contractor Address:21/22 The SlipwayPort SolentPortsmouthPO6 4TRUK |

**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.



1. 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.
2. 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**

1. 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.
2. 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**

1. 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.
2. 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.
3. 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.
4. 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:
4. 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
5. 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**

1. 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.
2. 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**.**
3. 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**

1. 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.
2. 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.
3. 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**

1. 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.
2. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
3. The marking shall include any serial numbers allocated to the Contractor Deliverable.
4. 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**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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**

1. 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.
2. 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.
3. 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):
3. 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;
4. 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**

1. 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).
2. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

1. any liquidated damages (to the extent expressly provided for under this Contract);
2. 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);
3. 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;

1. under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
2. for death or personal injury caused by the Contractor’s negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
3. For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
4. in relation to the termination of this Contract on the basis of abandonment by the Contractor;
5. for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
6. 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 14 (Edn 09/20) - Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs

DEFCON 16 (Edn 10/04) - Repair And Maintenance Information

DEFCON 21 (Edn 10/04) - Retention Of Records

DEFCON 90 (Edn 11/06) - Copyright

DEFCON 113 SC1 (Edn 02/17) – Diversion Orders

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

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

**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 dated 18 February 2021.

**Schedule 1 – Statement of Requirements**

**Maritime Robotics Otter Pro Uncrewed Surface Vessel Very Shallow Water Reconnaissance Sensor Statement of Requirement**

**Background**

1. Project HECLA is part of the Future Military Data Gathering (MDG) Programme (FMDG)[[1]](#footnote-1) and sits within the Develop Directorate of Navy Command. The project aims to develop the concepts and key user requirements to support the transition to autonomous surface and subsurface systems for GEOINF collect to meet Defence Intelligence requirements[[2]](#footnote-2). The current MDG collect capability is platform based whereas the Navy Board’s strategic intent involves the transition to Maritime Autonomous Systems (MAS) will allow the benefits from advances in technology to be exploited creating efficiencies and increase the likelihood of achieving operational advantage.
2. The RN has recently purchased a Maritime Robotics Otter Pro system fitted with a NORBIT iWBMSe bathymetric sonar and Applanix POSMV Surfmaster to enable the development of concepts for shallow water bathymetric surveys with ASV. The intent of this purchase is to reconfigure this vehicle with sensor packages better suited to reconnaissance in particular for mine and amphibious operations for harbour defence, post-accident or disaster port infrastructure assessment and to support opening up of alternate landing points for Humanitarian Aid and Disaster Relief (HADR) or Non Combatant Evacuation Operations (NEO).
3. The intent is for these new sensor packages to be turn-key reconnaissance capability, using the Otter Pro USV vehicle to enable near-real-time analysis of the data being collected in shallow and very shallow water environments.

**Constraints**

1. The small ASV sensors should be compatible with existing RN hydrographic data processing systems namely Caris HIPS& SIPS and Applanix PosPac MMS to minimise the need for further training of personnel.
2. A fully integrated turn-key solution with Project HECLA Maritime Robotics Otter Pros USV.
3. The sensors packages are to be suitable for use in operational environments and be safely transportable without being damaged.
4. Project HECLA has experience of single-phase interferometric sonars and NORBIT iWMBS family of Multi Beam Sonars. Therefore, requires a three Dimension Swath Bathymetry 3D Sidescan sonar employing Computed Angle-of-Arrival Transient Imaging (CAATI) as a comparison to inform concept development.

**Operational output**

1. The VSW Sensors will primarily be used on Proj HECLA’s Maritime Robotic’s Otter Pro USV trials platform to develop reconnaissance concepts. However, there is considerable potential for it to deliver an operational output. Assuming the requirements outlined in this document are met the system could be employed to conduct very shallow water reconnaissance activities in ports and harbours, as well as provide a rapidly deployable capability for contingent operations.

**Requirement**

1. This describes succinctly the requirement that needs to be satisfied and is to be expressed in output-based terms.

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| **ASV VSW Sensor Payloads** |  |
| Portability  | Turn-key packages must be readily carried by one person. |
| Transportation | Able to be part-disassembled and packed down for safe transportation in a small van or air transport. |
| Power | To be capable of drawing power from the USV main power source |
| Hull form  | Compatible as a turn-key alternate payload for the Maritime Robotics Otter Pros USV |
| C2  | Capable of carrying out pre-planned missions autonomously and have the option for semi-autonomous and manual control via a handheld control unit. |
| Performance | Capable of collecting data in the very shallow water environment and deeper  |
| Endurance  | Enough battery life to operate with all sensors and comms systems running for a minimum duration of 6 hours  |
| **Operating envelope** |  |
| Areas | Capable of operating in saltwater and freshwater in settings including rivers, lakes, sheltered sea areas such as ports, harbours, jetties, marinas and from beaches and slipways.  |
| **Sensors and Comms** |  |
| Sonar | Swath Bathymetry 3D Sidescan sonar employing Computed Angle-of-Arrival Transient Imaging (CAATI) |
| Seabed / Water column mapping system | Capable of mapping and measuring small seabed and water column objects/structures and seabed characterisation. 1m cubic objects in 20m. |
| Bathymetric Mapping | Capable of measuring depth to IHO 1a CATZOC A1 |
| Water Column physical properties | A CTD winch with a AML Base X2 to enable Sound Velocity Profiling or Conductivity Temperature Profiling. |
| Data formats | Sonar and GNSS data to be in formats compatible with Caris HIPS&SIPS processing software and Applanix PosPac MMS navigation processing software. |
| C2 | Sufficiently robust communications link with controller to allow line of sight C2 over distances of up to 150m |
| **Training**  |  |
| Delivery of Training | System is to be supplied with comprehensive operating manuals for, sensors and ancillaries to negate the need for formal training courses. |
| **Support & Maintenance**  |  |
| Support Package for the Maintenance of the System  | Supplier is to provide telephone support for the troubleshooting and basic maintenance of the Sonar and Winch system.  |
| Ongoing Maintenance  | Any ongoing maintenance requirements for the USV sensor system are to be clearly articulated in the manuals |
| Warranty | The Sonar and winch system are to be supplied with a warranty of at least 12 months to cover any defects |
| **Safety**  |  |
| Safety information | Safety related information is to be provided with the system to enable safe operations within design specification |
| **Delivery** |  |
| Hardware  | To be delivered to UK location by 31 Mar 21 |
| Software | To be delivered to Proj HECLA by 31 Mar 21 |
| Training  | To be delivered to Proj HECLA by 30 Apr 21 |

**Options**

1. The option to purchase an additional two systems in the future should be available and may be exercised should the equipment supplied meet or exceed requirements and prove its utility for operations.

**Timeline**

1. Delivery of the equipment is to be complete by 31/03/2021. The equipment to be delivered under this contract and contract 701314401 will become property of The Authority by 31 March 2021 and will be held by RS Aqua Ltd until a suitable date to deliver to The Authority has been agreed, Items will be delivered in the same condition as expected on Contract Award, in accordance with the above and Statement of Requirements in both contracts. Relevant photos and serial numbers of such items are to be provided to The Authority no later than 31 March 2021.

**Delivery Information**

1. The equipment is to be delivered to the following address:

 Project HECLA

 HM Equipment Store

 Shackleton Building (MO56)

 Morice Yard

HM Naval Base Devonport

 PL2 2BG

**Security Considerations**.

1. Data collected by the USV and sensor system should not be accessible remotely by the supplier or any third-party organisations without prior approval of the MOD.
2. All information related or generated by the ASV is to be treated in the appropriate manner in accordance with Government Security Classifications. The classification of the material to be handled shall not exceed OFFICIAL in nature.
3. A Security Assurance Coordinator (SAC) is to be included in the supplier design team and the solution is to be registered on the Defence Assurance Risk Tool (DART). Data at rest and in transit must be protected according to its classification and a Risk Management and Accreditation Document Set (RMADS) is to be produced by the SAC.

1. **Points of Contact.** Cdr Graham Mimpriss RN (Navy Dev-UWB HM SO1) <Graham.Mimpriss947@mod.gov.uk>

List of Acronyms

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|  |  |
| AUV | Autonomous Underwater Vehicle |
| CAATI | Computed Angle-of-Arrival Transient Imaging  |
| C2 | Command and Control |
| CTD | Conductivity Temperature and Depth |
| DART | Defence Assurance Risk Tool |
| FMDG | Future Military Data Gathering  |
| GEOINF | Geospatial Information |
| GEOINT | Geospatial Intelligence |
| GNSS | Global Navigation Satellite System |
| HADR | Humanitarian and Disaster Relief  |
| IHO | International Hydrography Organisation  |
| KUR | Key User Requirement |
| MBES | Multibeam Echosounder |
| NEO | Non-Combatant Evacuation Operation |
| REA | Rapid Environmental Assessment |
| SAC | Security Assurance Coordinator |
| SQEP | Suitably Qualified Experienced Personnel  |
| SVP | Sound Velocity Probe |
| UAS | Unmanned Aerial System |
| UKHO | UK Hydrographic Office |
| USV | Uncrewed Surface Vehicle |
| UWB | Under Water Battlespace |
| VSW | Very Shallow Water |

Technical Criteria Table

| **Figure** | **Criteria** |
| --- | --- |
| **1. Effectiveness** | 1. **A pole mounted Side Scan Sonar** - The Sonar is required to conduct a wide area water column and seabed searches for small structures in very shallow water to shallow water: * Be a Turn-key sensor package for a Maritime Robotics Otter Pro USV
* Enable analysis of objects recorded.
* Measure depths across the swathe width and this depth data whole be compatible with CARIS.
* Include a control station with GUI for online QC, vessel control and survey planning.
* Capable of semi-autonomous operation to a pre-planned survey mission.
* Off line data processing GUI enabling object measurement / analysis / positioning in 3 D and snippet saving.
 |
|  | 2. **CTD / SV Winch**:* Be a Turn-key sensor package for a Maritime Robotics Otter Pro USV.
* Integrated SVP winch and probe for through water-column sampling.
* A CTD sensor.
* Sensor configuration and data handling software.
 |
| **2. Portability** | To enable transportation, deployment and recovery by a person  |
| **3. Transport** | Able to be part-disassembled and packed down for safe transportation in a small van or by air transport. Ruggedized packing cases for transportation to be included.  |
| **4. Communications** | Robust communications link with controller to allow line of sight C2 over distances of at least 150m, further would be advantageous. |
| **5. Operation** | Is the system easy to use with minimal training and able to be run by MoD personnel with no third-party management / involvement.. |
| **6. Overall fulfilment of requirement** | Does the system meet all the requirements detailed in this document? |

**Schedule 2 - Schedule of Requirements**

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| **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 |  |  | Delivery of integrated sensor system (excluding the Ping DSP Sonar) to support contract 701314401. | XY | 00 | No later than 31 March 2021 | 1 | \*\* | \*\* |
| 2 |  |  | Delivery of Ping DSP Sonar | XY | 00 | See below | 1 | \*\* | \*\* |
|  |  |  | Quantities shown are expected numbers and not a guarantee of amounts due. Quantity ordered under the contract may differ.  |  |  |  |  | **Total Firm Price** | £108,740 |

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| **Item Number** | **Consignee Address (XY code only)** |
| All  | HM Naval Base Portsmouth.The equipment to be delivered under this contract and contract 701314401 will become property of The Authority by 31 March 2021 and will be held by RS Aqua Ltd until a suitable date to deliver to The Authority has been agreed, Items will be delivered in the same condition as expected on Contract Award, in accordance with the above and Statement of Requirements in both contracts. Relevant photos and serial numbers of such items are to be provided to The Authority no later than 31 March 2021. |

**Schedule 3 - Contract Data Sheet**

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| **Contract Period** | Effective date of Contract: 25 February 2021The Contract expiry date shall be: 1 April 2022 |
| **Clause 6 - Notices** | Notices served under the Contract can be transmitted by electronic mailYes [x] No [ ] Notices served under the Contract shall be sent to the following address:Authority: Commercial OfficerContractor: Contract Manager |
| **Clause 8 – Supply of Contractor Deliverables and Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? Yes [ ] No [x] 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. |
| **Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances** | 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:a) The Authority’s Representative (Commercial)1. b) DSALand-MovTpt-DGHSIS@mod.uk

or: if only a hardcopy is available to:a) The Authority’s Representative (Commercial)b) Hazardous Stores Information System (HSIS)Defence Safety Authority (DSA)Movement Transport Safety Regulator (MTSR)Hazel Building Level 1, #H019MOD Abbey Wood (North)Bristol, BS34 8QWDSA-DLSR-MovTpt-DG HSIS (MULTIUSER)to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:       |
| **Clause 10 – Delivery/Collection** | Contract Deliverables are to be:Delivered by the Contractor [x] Special Instructions:Collected by the Authority [ ] Special Instructions (including consignor address if different from Contractor’s registered address) |
| **Clause 12 – Packaging and Labelling of Contractor Deliverables** | Additional packaging requirements:N/A |
| **Clause 13 – Progress Meetings** | The Contractor shall be required to attend the following meetings:To be arranged if and when required unless already detailed in Statement of Requirements. |
| **Clause 13 – Progress Reports** | The Contractor is required to submit the following Reports:To be arranged if and when required unless already detailed in Statement of Requirements. |

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

Name: Eliot MurtonAddress: MP1.1 NCHQ, Leach Building, Whale Island, Portsmouth, PO2 8BY Email: eliot.murton100@mod.gov.uk |  | **8. Public Accounting Authority:**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD🕿 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD🕿 44 (0) 161 233 5394 |  |
|  |
|  | 1. **Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available):

Name: \*\*Address: \*\*Email \*\*🕿  \*\*  |  | **9. Consignment Instructions:**The items are to be consigned as follows:See Schedule of Requirement |  |
|  |
|  | 1. **Packaging Design Authority:**

Organisation and point of contact:DES IMOC SCP TLS PackagingMOD Abbey Wood,Bristol, BS34 8JHTel: +44(0)30 679 35353DESIMOCSCP-TLS-Pkg@mod.uk(where no address is shown please contact the Project Team in Box 2)🕿 |  | **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 CentreIMPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS 🕿030 679 81129 / 81133 / 81138 Fax 0117 913 8946B. **JSCS** JSCS Helpdesk 🕿 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com |  |
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|  | 1. **(a) Supply/Support Management Branch or Order Manager**

**Branch/Name:****As per section 2**🕿  **(b) U.I.N.** |  |
|  |
|  | 1. **Drawings/Specifications are available from:**

 |  | **11. The Invoice Paying Authority:**Ministry of Defence 🕿 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>  |  |
|  |
|  | 1. **Intentionally Left Blank**
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|  | 1. **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.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed] |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower ArncottBicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via fax or email:** Leidos-FormsPublications@teamleidos.mod.uk |  |
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|  |  | **\* 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.  |  |
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**Ministry of Defence**

**Acceptance of Offer of Contract**

To:

We acknowledge receipt of your Department’s Letter of Offer, reference 701547401 dated 23 February 2021, 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.

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| **Offer and Acceptance** |
| A) **Offer**Contract 701547401 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 9 March 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 701547401.I confirm that I accept the Offer it contains and agree to be bound by its terms..  |
| Name (Block Capitals): Position: For and on behalf of the AuthorityAuthorised Signatory ……………………………..Date: | Name (Block Capitals): Position: For and on behalf of Authorised Signatory …………………………….Date:  |
| Section C) **Tier 1 Sub-Contractor** **data:[[3]](#footnote-3)**Name ……………..  value of work (£ ex VAT) ……  Location Of work…... SME …Yes / NoName ……………..  value of work (£ ex VAT) ……  Location Of work…... SME …Yes / NoName ……………..  value of work (£ ex VAT) ……  Location Of work…... SME …Yes / NoName ……………..  value of work (£ ex VAT) ……  Location Of work.….. SME …Yes / No |

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. 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> [↑](#footnote-ref-3)