



Ministry
of Defence

**MOD Terms and Conditions for Less
Complex Requirements
(£122,979 - £378,660)**

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 Fulfillment 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 502 (SC1) (Edn 11/16)
DEFCON 503 (SC1) (Edn 12/16)
DEFCON 531 (SC1) (Edn 06/17)
DEFCON 534 (Edn 06/17)
DEFCON 537 (Edn 06/17)
DEFCON 538 (Edn 06/02)
DEFCON 566 (Edn 10/20)

DEFCON 076 (SC1) (Edn 12/16)
DEFCON 082 (SC1) (Edn 06/17)
DEFCON 113 (Edn 02/17)
DEFCON 129J (SC1) (Edn 06/17)
DEFCON 532A (Edn 08/20)
DEFCON 608 (Edn 10/14)
DEFCON 624 (SC1) (Edn 12/16)
DEFCON 637 (Edn 05/17)
DEFCON 646 (Edn 10/98)

20 The special conditions that apply to this Contract are:

VAT

British Forces Cyprus is exempt from payment of VAT on goods or services received in Cyprus for their official use. Therefore, all prices quoted in the Schedule of Requirements shall be Zero rated. A Republic of Cyprus VAT Department Form V6a or equivalent shall be issued to the Contractor upon acceptance of the Contract.

Language of the Contract

English shall be the language of the Contract and for all documentation or information required or produced in the course of or in connection with the Contractor's performance of its obligations under the Contract, and all other correspondence. For the avoidance of doubt the Contractor shall be responsible for any translation/interpretation costs.

Acceptance

On inspection deliverables must arrive fit for purpose and free from damage.

22 The processes that apply to this Contract are:

Schedule 1 – Additional Definitions of Contract

SBA Sovereign Base Area

SBAP Sovereign Base Area Police

Schedule 2 – Schedule of Requirements for Contract No: 701543384

TABLE 1 - Deliverables in accordance with the Statement of Requirements

Serial	Description	Delivery Date (exact date to be confirmed on contract award)	Firm Price (£) ex VAT (including any packaging, delivery and importing)
1	Proposal (including all associated equipment and services) based on the Statement of Requirement including Recommended Report Summary		REDACTED
		Total Price	

TABLE 2 - Call off items

Individual elements of the proposal (e.g. cameras) that may be purchased as additional requirements during the life of the Contract

Serial	Description	Lead time	Unit of Measurement	Year 1 Firm Price (£) ex VAT – Per Item (including any packaging, delivery and importing)	Year 2 Firm Price (£) ex VAT – Per Item (including any packaging, delivery and importing)	Year 3 Firm Price (£) ex VAT – Per Item (including any packaging, delivery and importing)
1	Rapid deployment audio transmitter system (“2x Drop down” audio transmitters + 1 x RX)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
2	Covert analogue camera head restraint (4 aspect) 36x zoom camera	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
3	Interchangeable lens set – Glass lenses – for PCB camera	6 weeks	Per Item	REDACTED	REDACTED	REDACTED

4	Scorpion VSS vehicle installation loom + fixings (Deep fit Premium)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
5	VSS Enhanced hand controller	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
6	VSS hand controller coiled extending lead	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
7	VSS hand controller extension cable (4m)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
8	VSS Fixed camera extension cable (State 1, 2, 3 or 5m)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
9	VSS PTZ extension cable (State 1, 2, 3 or 5m)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
10	VSS power cable with remote cable on/off switch (for vehicle installations)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
11	VSS power cable terminated to Neutrik connector (Pelicase batteries)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
12	VSS 1m power cable + in line low voltage cut out (crock clip terminated)	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
13	USB extension cable – 5m length	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
14	VSS mag mount GSM antenna	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
15	VSS 4G block antenna	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
16	VSS GPS puc	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
17	Tactical Motion Sensor equipment (2 x miniature PIR + 1 x receiver)	6 weeks	Per item	REDACTED	REDACTED	REDACTED
18	PTZ Turret camera	6 weeks	Per item	REDACTED	REDACTED	REDACTED
19	Covert camera lightbar	6 weeks	Per Item	REDACTED	REDACTED	REDACTED

20	Digital HD colour/mono changeover PCB camera terminated to Sonic VSS	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
21	Digital HD mono PCB camera terminated to Sonic VSS	6 weeks	Per Item	REDACTED	REDACTED	REDACTED
22	RD 1200 single HD DVR/encoder VSS	8 weeks	Per Item	REDACTED	REDACTED	REDACTED
23	RDS470 IP Multi input DVR/encoder + GSM command VSS	8 weeks	Per Item	REDACTED	REDACTED	REDACTED
24	10 day training event delivered in Cyprus	4 weeks	Per Item	REDACTED	REDACTED	REDACTED
25	5 day Technician even in Cyprus	5 weeks	Per Item	REDACTED	REDACTED	REDACTED
26	Warranty of electrical goods (Only available up to 4 months from Contract Start Date	N/A	Per Item	REDACTED	REDACTED	REDACTED

Schedule 3 - Contract Data Sheet for Contract No: 701543384

<p>Contract Period</p>	<p>Effective date of Contract: 18 June 2021</p> <p>The Contract expiry date shall be: 17 June 2024</p>
<p>Clause 6 - Notices</p>	<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: as DF111 Box 1</p> <p>Contractor:</p>
<p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p>	<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>Other Quality Assurance Requirements:</p> <p>All equipment provided must comply with all relevant current UK and EU legislation.</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<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) DSALand-MovTpt-DGHSIS@mod.uk</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.</p>
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**Clause 10 –
Delivery/Collection**

Contract Deliverables are to be:

Delivered by the Contractor

Special Instructions:

All freight consignments must be shipped to APOA (Paphos/Larnaca or SPOA (LNP/Larnaca) and addressed c/o JSPU. Freight should be addressed c/o JSPU (for ultimate consignee):

British Forces General Stores
SBA Customs SBACD for SBA Police
c/o JSPU
JMS Sqn
RAF Akrotiri
BFPO 57

Notify Party: CPPC Logistic Group of Company's
c/o JSPU
Shed 2
Limassol's New Port
Tel: +357 2582 7132
Fax: +357 2582 7121
Email: sp@cppcgroup.com
3054 Limassol
Cyprus

Freight should NOT be directly addressed to CPPC Logistics Group or to any third- party handling agents as this will incur delays and additional cost as well as breaching the Treaty of Establishment (ToE).

All draft Bills of Lading (Air/Sea Waybill) and any other associated documentation must be copied to CPPC Logistics Group for checking.

Any such costs incurred for incorrect documentation and labelling will be the responsibility of the Supplier.

Description of goods shall be 'BFC General Military Stores'. However, if the freight is HAZMAT then it should be declared as 'BFC Hazardous Military Stores' along with the a) Designated UN number and the associated Hazard Class; b) UN Number with its associated name (iaw relevant code/regulation).

CPPC Logistic Group – REDACTED
CPPC Logictic Group – REDACTED

Collected by the Authority

Special Instructions (including consignor address if different from Contractor's registered address):

<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements: As above (Clause 10)</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings: Type: Progress Meetings Frequency: ad- hoc as required as agreed in the Delivery plan Location: via electronic media</p>
<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports: Type: N/A Frequency: Method of Delivery: Delivery Address:</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: REDACTED

Address: UK Strat Command, Commercial Branch, HQ BFC, Block C, 3370 Anglikos Stratos, Episkopi, Cyprus

Email: REDACTED

☎ REDACTED

8. Public Accounting Authority

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

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

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

Name: REDACTED

Address: SBA Police, Div HQ, Akrotiri, Cyprus, BFPO 53

Email: REDACTED

☎ REDACTED

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

(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 8JH
Air Freight Centre
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
Surface Freight Centre
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

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

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

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

☎

(b) U.I.N. D21758

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is:**
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncott
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: DESLSCLS-OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

Name:

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

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

*** NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

**Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)
for Contract No: 701543384**

Contract No: 701543384

Description of Contractor's Commercially Sensitive Information:

Pricing/Cost Schedule

Cross Reference(s) to location of sensitive information:

Schedule 2 to SC1B

Explanation of Sensitivity:

Commercially Sensitive

Details of potential harm resulting from disclosure:

Commercial Disadvantage

Period of Confidence (if applicable): 12 months

Contact Details for Transparency / Freedom of Information matters:

Name: REDACTED

Position: REDACTED

Address: REDACTED

Telephone Number: REDACTED

Email Address: REDACTED



STATEMENT OF REQUIREMENT

Introduction:

1. The Sovereign Base Area (SBA) Police and Customs are seeking to develop their Technical Surveillance Capability to one that is more in line with UK Police Forces.

Single Statement of Need

2. The SBA Police and Customs require a 'Start-up Pack' of a fully compatible equipment, with Subject Matter Expert (SME) support to facilitate the development of Technical Surveillance capability to allow identification, monitoring, and prosecution of illegal activities within the SBA.

Background

3. In line with the UK Regulation of Investigatory Powers Act (RIPA) SBA Police regularly carry out surveillance either by means of operatives and / or technical means. During the last two years the use of technical means has been proven to be a valuable tool in the hands of the police. The surveillance equipment is used in a variety of criminality / operations such as offences related to Game & Wild Birds Ord, illegal immigration through SBA boundaries, Stealing etc. As a result, several successful operations were carried out resulting in arrest and convictions.

4. The Operational Intelligence Unit (OIU) officers without any proper training have learned to deploy and camouflage surveillance equipment which was gradually purchased locally. In addition, a small basic workshop has been established where equipment is prepared before deployment.

Technical Evaluation

5. Bidders are requested to provide a proposal, based on the recommendation report at Appendix 1 to SC1B - Annex A. This is for a 'Start-up Pack' of fully compatible equipment, with Subject Matter Expert (SME) support to facilitate the development of Technical Surveillance capability to allow identification, monitoring, and prosecution of illegal activities within the SBA in line with UK Police Forces best practice.

Recommendation Report Summary of Surveillance Equipment/Methods/Tools/Training

1. The Crime & Intelligence steering group and the SBA Police Senior Management Team identified the need to expand the capabilities of the SBA Police in the areas of surveillance by providing the operatives the necessary tools.

2. It was therefore arranged for two OIU officers (one from each Division) to visit the Technical Surveillance Unit at East Midlands, Derbyshire Police Technical support unit during 12-15/2/20. The aim of the visit was to see first-hand the equipment used there and what can be used here. Following the visit, the officers were tasked to submit a detailed report with recommendations of surveillance equipment/methods/tools/training that fits the needs of the SBA Police and the terrain we are operating within.

3. During the two-day attachment the following areas of improvement were identified:

- Increase use of smaller cameras;
- Requirement for improved Video recorder capability;
- Better equipped workshop and equipped it with various tools;
- Battery packs that will last longer when deployed;
- Need for training in Technical surveillance equipment.

4. The following key findings on requirement outputs were identified:

Ref	Findings
1	A variety of surveillance cameras that collectively enable imagery to be obtained in low light conditions.
2	The ability to remotely operate those cameras with a pan tilt zoom (PTZ) capability (up to a x36 zoom) along with various lens options to enable filters to be utilised.
3	Ability to house cameras within ruggedized weatherproof casings.
4	All cameras must be digital HD specification with the ability to utilise memory cards and connect to a HD DVR recording device and the ability to connect to an external power supply.
5	Power sources (variety of alkaline and lithium rechargeable batteries) that enable cameras/DVR's to operate for extended periods (96 hours). Batteries must be able remain stable and retain charge at temperatures between 0 and 45 degrees centigrade. Batteries must be supplied with protective casings to allow them to be concealed beneath soil and debris for extended periods.

6	HD & SD compatible DVR's that can record imagery from a number of cameras simultaneously, compress video onto SD cards. DVR's to have the ability to be operated remotely and can facilitate live video streaming.
7	Workshop tools to maintain and adapt equipment as required.
8	Through Life Supply of Consumables such as Memory cards and spares.
9	Training Support on equipment uses and maintenance.
10	All equipment provided complies with all relevant current UK & EU legislation.

5. The following user requirement needs were identified:

Serial	User Requirement	Recommendation
General Requirements		
1	All equipment shall have an ability to operate in 0°C to + 45°C ambient air temperature.	1 – Essential.
2	All cameras and associated transmitting equipment shall be weatherproofed and ruggedized to withstand persistent rain for periods of up to 5 days.	1 – Essential.
3	All equipment (less viewing monitors) shall use weatherproofed and ruggedized rechargeable batteries, to withstand persistent rain, that can provide sufficient power for a minimum of 96 hours and maximum of 120 hours. Batteries shall also be required to be buried or camouflaged by operatives for the duration of a task.	96 hours – 1 – Essential 120 hours – 2 – Highly Desirable
4	All mobile equipment shall have suitable transit cases to be protect it whilst being transported between operations.	2 – Highly Desirable
5	Batteries should be of a single-use type in order to improve longevity. Sufficient batteries for a 3-year period should be provided, with adequate shelf-life.	1 – Essential.
6	All associated cabling shall be provided to connect interoperable equipment.	1 – Essential.
Fixed No Zoom Camera Requirement		
7	Qty 20 'fixed no zoom' capability cameras. In addition to 'General Requirements' section;	1 – Essential.
8	All 'fixed no zoom' cameras shall be able to record in high definition.	1 – Essential.
9	Qty 18 of the cameras shall be capable of operating and capturing colour imagery at a minimum low-level light level of 0.006 lux or below.	Minimum of 0.006 lux - 1 – Essential
10	Qty 2 of the cameras shall be capable of operating and capturing black and white imagery at a minimum low-level a minimum of 0.00009 lux or below.	Minimum 0.00009 lux - 1 – Essential

11	Camera shall have the ability to operate for a minimum of 4 days unsupported (96 hours) and desirably 5 days (120 hours)	1 – Essential.
12	The camera shall be adjustable and should the ability to provide imagery that can deliver facial recognition at a range of between 5 metres and 75 metres from the target area.	Distances have room for some negotiation.
13	Camera shall have the ability to connect to a separate HD DVR and modem.	1 – Essential
14	Camera should have the capability to operate utilising a Passive Infra-Red (PIR) detector.	Highly Desirable.
Pan Tilt Zoom (PTZ) Camera Requirement		
15	Qt 10 - Total PTZ capability requirement Pan Tilt Zoom (PTZ) camera. In addition to 'General Requirements' section;	1 – Essential.
16	All PTZ cameras shall be able to record in high definition.	1 – Essential.
17	PTZ cameras shall be remotely adjustable and controlled.	1 – Essential.
18	Qty 5 of the PTZ camera shall be capable of operating and capturing black and white imagery at a minimum low-level light level of 0.006 lux	Minimum of 0.006 lux - 1 – Essential
19	Qty 5 of the PTZ camera shall be capable of operating and capturing black and white imagery at a minimum low-level light level of 0.00009 lux	Minimum of 0.00009 lux - 1 – Essential
20	PTZ cameras shall have the ability to connect to a separate HD DVR and modem.	1 – Essential. Evaluation: Pass/Fail
21	PTZ camera shall have the ability to operate for a minimum of 4 days unsupported (96 hours) and desirably 5 days (120 hours)	96 hours – essential. 5 days - desirable
22	The cameras shall be adjustable and should the ability to provide imagery that can deliver facial recognition at a range of between 5 metres and 100 metres from the target area.	Distances have room for some negotiation.
Miniature lens ultra-light camera		
23	Qty 20 miniature lens cameras are required for use in confined spaces and hidden in objects if necessary. In addition to 'General Requirements' section;	1 – Essential.
24	Camera should have the ability to operate for a minimum of 4 days unsupported (96 hours).	1 – Essential.
Multi-format test monitors.		
25	Qty 4 test monitors that shall be used to ensure cameras are setup and functioning correctly prior to extraction of the installing team. Different monitor size options should be provided.	1 – Essential.
Mobile hard drive recorders (HDR)		

26	Qty 20 ruggedized DC-powered DVR for recording footage during covert surveillance operations. In addition to 'General Requirements' section;	1 – Essential.
27	HDR shall have at least one HD input for high definition imagery.	1 – Essential.
28	Capability shall have an integral minimum 4G modem capable of operating with Cypriot-sourced Sim cards that can transit 'live-feed' imagery from fixed no zoom and PTZ camera systems.	5G acceptable
29	Mobile HDR shall have the capability of an RF input to allow antenna to be remotely located.	1 – Essential.
Drop down audio devices		
30	Qty 4 'drop down' audio devices that can be secreted within for example a cup, or rubbish bag.	1 – Essential.
31	Drop down devices shall be capable of recording audio integrally and for a minimum of 60 mins.	1 – Essential.
32	Drop down devices shall be weatherproof.	1 – Essential.
Mounts		
33	Qty 40 - A variety of different professional camera mounts shall be provided to accommodate the supplied cameras for covert and non-covert installations.	1 – Essential.
Surveillance Analysis		
34	Qty 4 High Definition Monitors shall be required to review 'live-streamed' footage and recovered media. Screens shall be a minimum of 27" and compatible with HDMI and SVGA	1 – Essential.
35	Qty 2 computers with latest Windows operating system pre-installed.	1 – Essential.
36	Viewing software / web-based service shall be installed / provided.	1 – Essential.
37	Computers shall have the ability to connect to the internet.	1 – Essential.
38	Qty 2 optical mouse and key board shall be required.	1 – Essential.
39	Qty 10 portable hard drives with USB connection, that shall have a storage capacity of 1TB, for use in evidence preservation.	1 – Essential.
40	Qty 10 portable hard drives with USB connection, that shall have a storage capacity of 2TB, for use in evidence preservation.	1 – Essential.
41	Qty 10 portable hard drives with USB connection, that shall have a storage capacity of 4TB, for use in evidence preservation.	1 – Essential.

Training		
42	A 'Train the trainer' package shall be provided for 2 pax with classroom and practical scenarios to familiarise and train in the use and daily maintenance of all supplied equipment.	1 – Essential.
Warranty		
43	Equipment shall have 12-month manufacturer's warranty. Options for a 24/36-month warranty for all electrical equipment shall be provided.	Desirable option for 24/36 month

PROJECT DELIVERY AND SUPPORT PLAN

Objective	To equip SBA in Cyprus with a functioning TSU department in line with identified requirements.
Start Date	Within 2 weeks of awarding and receiving a signed contract.
Key Outcomes	<p>This project will comprise 7 Key Outcomes, this may be extended to 12 if extended warranties are taken.</p> <ol style="list-style-type: none"> 1. Consult and confirm precise equipment to be supplied. 2. Acquire 3rd party manufactured equipment. 3. Manufacture Sonic equipment ordered. 4. Supply of equipment to client site. 5. Visit client site (20 days) to conduct; <ul style="list-style-type: none"> • Construction of workshop and Operations room. • Installation and configuration of fixed site equipment • Audit, test and configuration of all deployment equipment • Train staff in operation of equipment (Fixed and Deployable) • Develop staff competence in deployment of equipment • Develop staff in monitoring of deployed equipment • Develop staff in the management and administration of product. 6. Maintenance check of all equipment. 7. Provide remote support to installed server (3 yr commitment). 8. *Provide a consolidation event (10 days) of development. 9. *Provide 12 months extension of warranty (if requested). 10. *Provide Technical equipment maintenance visit. 11. *Provide further 12 month extension of warranty (if requested). 12. *Provide Technical equipment maintenance visit. <p>(*- Additionally costed items detailed as 'Draw-down' options.)</p>

Initial Project Meeting	Within 2 weeks of Contract award.
Sonic Project Lead	Stephen Cherry
Tech Support Lead	Agamemnon Nicolaou
Production	Stephen Cherry
Training & Development	James Jones

CHALLENGES	SOLUTION/MITIGATION
<p>1. A potential challenge to this project will be in respect to timeframes, caused by global Covid restrictions impacting on supply lines and international travel</p>	<p>1. Timeframes will be reviewed to offer increased confidence of delivery within the agreed timelines. Where impacting factors persist and threaten the agreed timeframes, alternative options will be discussed and considered (eg. Remote training delivery)</p>

2. Potential for emerging Brexit inspired issues regarding legislation and shipping causing delays in transportation of equipment	2. This potential is not foreseen but must be considered. Sonic has extensive commercial business and experience in EU Europe, it will monitor all potential issues and seek to put in place solutions to any challenge arising from this direction in advance of any impacting factor, for the Cyprus contract and others throughout Europe.
3 The loss of key staff from Sonic	3 Sonic have a number of staff similarly qualified to the individuals proposed to deliver this project, all deliverables will be detailed and a succession plan implemented should this challenge present itself.
SUCCESS STATEMENT	
Sonic will:	Provide all Key Objectives (detailed above) within the agreed timeframes to a standard which meets or exceeds SBA satisfaction.
SBA will:	SBA will provide necessary elements to support the agreed delivery of the Key Outcomes, including: <ol style="list-style-type: none"> 1. Contribution to project meetings. 2. Provision of a secure delivery site to receive equipment. 3. Provision of an appropriate site for workshop installation. 4. Provision of suitable site for installation of Analysis equipment. 5. Provision of fixed IP (open port) internet connection for server/s 6. Provision of staff for training
RISKS AND ASSUMPTIONS	
1 Equipment may be damaged or lost in transit.	1 Sonic will have sufficient insurance in place to replace lost or critically damaged equipment in transit. Issues requiring minor re-alignment or re-configuration will be performed by the Sonic technician following the equipment in country.
2 Sonic staff may be injured whilst delivering the in-country services	2 Sonic staff attending will all have been trained in first aid, and are experienced in global events, this eventuality is unlikely but cannot be dismissed. Sonic holds sufficient insurance to provide private local medical services and emergency repatriation if necessary.
3 Supplied equipment may be damaged during installation, operation or deployment training.	3 Some cosmetic blemishes are to be expected when in the deployment phase of training, however, providing user instructions have been followed, any damage resulting in reduced or failure in operation will be subject to a warranty claim.
4 The SBA sites are active military sites. As a result there is potential for, action or heightened security status, not caused by Sonic to cause the delivery of equipment or	4 If such an incident occurs causing delay or postponement to the agreed supply of equipment or services Sonic will require the recover of any costs incurred (at cost against receipt). An imposed delay in installation and/or training requiring the visit to be extended will also require the recovery of additional staff charges at a negotiated cost per person per day.

services to be postponed or delayed	
TRANSPORTATION	
Non battery equipment	All equipment, material and tools (excluding batteries not installed and forming part of a system) required to provide the required equipment and services as contracted will be transported in a single shipping container. This will be performed "door to door" in 3 weeks from the equipment production being completed
Batteries	Batteries falling within the dangerous goods category for shipping due to chemistry and/or volume will be transported independent of other equipment and materials by specialist carriers. This consignment will precede the general equipment delivery.
STAKEHOLDER ENGAGEMENT	
Due to the nature of this project and sensitivity of surveillance as an investigative tactic Sonic will limit its stakeholder engagement to SBA client nominated individuals. Sonic will anticipate any necessary engagement with Stakeholders outside SBA (site managers, community representatives, etc) to have been considered and actioned by SBA, and any resulting agreements which impact on the project delivery to be shared during scheduled project meetings.	
PERFORMANCE MEETINGS	
The below meetings may have a blended purpose, in that a meeting to advise that equipment has been delivered may be combined with the proposed meeting to discuss travel out to deliver services.	
Initial Project Meeting	Within 2 weeks of the Contract award SBA and Sonic will conduct an initial project meeting when key individuals will be introduced, key outcomes will be confirmed against event milestones and Key Performance Indicators (KPIs) will be agreed.
Production Meetings	Weekly production meetings will be conducted to update SBA on progress and advise planning for logistics involving deliveries and site visits to be updated
Transport/Shipping Meetings	A meeting will be held prior to the shipment of batteries and general equipment, detailing the items to be shipped, the carrier details, timeframe for delivery and confirming site requirements and identity of recipient. A further meeting will be held following the receipt of goods, to establish the goods have been received and are clear of any import restrictions, they are situated convenient for access and to confirm the site visit can proceed.
Site Visit Meetings	<ol style="list-style-type: none"> 1. Travel and contingencies arising in respect to the initial site visit may be included as agenda items on other meetings, however, an initial site visit meeting will be conducted following the delivery of equipment and prior to Sonic staff flying out to exchange or confirm previously advised information supporting the visits to include, but not limited to: identity of Sonic staff, time and flight details, in country contact details exchange, accommodation details, in country transport details, work site access protocols, etc. 2. A meeting, on site, will be conducted prior to completion to confirm activity conducted meets requirement and any KPIs agreed.

	<ol style="list-style-type: none"> 3. A meeting will be conducted at least 1 week prior to any subsequent Sonic visits (Consolidation training; warranty maintenance visits) to exchange or confirm previously advised information supporting the visits, to include but not limited to; identity of Sonic staff, time and flight details, in country contact details exchange, accommodation details, in country transportation details, work site access protocols, etc. 4. A meeting will be conducted within 1 week of completion of any site visit to confirm the SBA is satisfied with the outcomes of that visit. 5. A "Project Conclusion" meeting will be conducted following delivery of the proposed programme of equipment supply, installation and development to confirm KPI achievement and arrange further meeting requirements required throughout the duration of the contracted period. 6. Post the "project conclusion" meeting a series of Contract Progress Meetings will be conducted (number and frequency to be agreed) enabling further requirements to be satisfied and arising issues to be dealt with.
Contract Conclusion Meeting	A Contract Conclusion Meeting will be conducted within the final month of the contracted period to discuss/negotiate any extension required and/or resolve any issues arising.
Site Requirements	During the initial Sonic visit the SBA site/s to be accessed will be work sites for Sonic staff. They will require access to 230v power and free movement between the equipment storage area and the worksites. Sonic staff will require safe storage for personal tools overnight and access to an area for refreshment. The worksite area will ideally be climate controlled and have fresh air circulation possible (opening windows and/or fans), Access to the site should not be time limited as some work may need extended hours to be required, any necessary supervision should be available and not dictate work cannot commence at an early hour or has to cease. Any local or personal commitments must be advised prior to the site visit to assist in planning the delivery of services
EQUIPMENT MAINTENANCE AND / OR CALIBRATION SCHEDULE	
Pre Delivery	Each item of equipment (3 rd party provided and Sonic manufactured) will be conducted to a quality check before shipping to SBA. Computers will have software preloaded and will be configured for use.
Initial Site Visit	Each item of equipment will be examined, tested and calibrated on site for local operation. Computers loaded with server and video streaming software will be calibrated and tested for local connectivity.
Local Maintenance	A local maintenance schedule to be performed by SBA trained staff will be designed to include contact details for remote support throughout the duration of the Contract.
Subsequent Sonic Site Visits	A consolidated or Advanced Training/Development site visit may be conducted, as a separately costed option, within 6 months of completion of the initial installation, configuration, training and development visit/s. During this further site visit all equipment will be examined and any further configuration/calibration performed.
Warranty maintenance visits	If extended warranties are taken they will include a 1 week site visit by the SME technician for each year extension taken. These will be delivered at a date to be agreed no sooner than 6 months and no greater than 11

	months from a previous visit, the final visit is to be delivered no less than 2 months before the Contract completion date.
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TIMELINE	
Within 2 weeks of contract award	A meeting will be conducted confirming equipment and services to be supplied. 3 rd party equipment will be ordered and production of Sonic equipment will be commenced.
Within 12 weeks of Contract Award	All equipment will be received at Sonic, tested, configured and packaged for transportation
Within 15 weeks of Contract award	All equipment will be delivered to the nominated Site at SBA.
Within 18 weeks of Contract award	Sonic staff will arrive at SBA, Cyprus and deliver services to include: construction of workshop and Command post; installation and calibration of equipment and training staff. <ul style="list-style-type: none"> • Element 1 – 10 days Construction, installation, calibration, testing, training. • Element 2 – 7 days unsupervised practice against tests • Element 3 – 10 days training and development of staff in deployment of equipment, monitoring and evidential management.
Within 30-40 weeks of Contract award	If selected, Sonic staff arrive at SBA, Cyprus to deliver additionally costed consolidation or advanced training and development in deployment of equipment.
Within 20 months of Contract award	If a 12 month extension of warranty is taken, a warranty maintenance visit to SBA, Cyprus is delivered.
Within 32 months of Contract award	If a 24 month extension of warranty is taken, a second warranty maintenance visit to SBA, Cyprus is delivered.

MILESTONES	
Week 2	Equipment is ordered and production is commenced
Week 12	All equipment is packaged and shipped to SBA, Cyprus
Week 15	All equipment is received at SBA, Cyprus
Week 18	Sonic staff commence construction, installation, calibration, testing and training in Cyprus
Week 24	SBA staff are trained in maintenance and operation of all equipment. Sonic leave SBA staff with tasks to provide developmental opportunities
Week 35	Optional additionally costed item – SBA staff receive further development instruction and advance tactics instruction building on competencies achieved.

Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor

Contract Number 701543384

Contract Title: BFCCB/1474 - Technical Surveillance Capability for SBA Police and Customs

Contractor:

Date of Contract: TBC

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

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty 2) attached in accordance with either:

DEFCON 68 , or

Condition 9 of Standardised Contract 1A/B Conditions [x].

Contractor's Signature:

Name:

Job Title:

Date: 12 April 2021

* check box (☑) as appropriate Attached: SDS Lithium Phosphate (LiFePO4) Batteries
SDS Lithium Ion (Li-ion) Batteries

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1280
MOD Abbey Wood (South)
Bristol, BS34 8JH

Email: DESTECH-QSEPER-z-HS:SMUth@mod.gov.uk

SAFETY DATA SHEET
LITHIUM PHOSPHATE (LiFePO₄)

1. PRODUCT IDENTIFICATION

Product Name: LiFePO₄ Rechargeable Battery
Chemical System: LiFePO₄

2. COMPOSITION / INFORMATION ON INGREDIENTS

IMPORTANT NOTE: The battery cell should not be opened or exposed to heat as exposure to the following ingredients contained within could be harmful under some circumstances.

Weight %	Component	CAS No	PEL	TLV
40	Lithium Iron Phosphate (LiFePO ₄)	15366-14-7	10.0 mg/m ³ (as iron fume)	5.0 mg/m ³
30	Graphite(C)	7440-44-0	2.5mg/m ³ (as dust)	2.0mg/m ³ (as dust)
10	Organic Electrolyte	N.A	None Established	None Established
5	Aluminium	7429-90-5	None Established	None Established
5	Copper	7440-50-8	None Established	None Established

Weight % listed is based on approximate percent of the average weight of the battery

3. HAZARDS IDENTIFICATION

For the battery cell, chemical materials are stored in a hermetically sealed Aluminum laminated case, designed to withstand temperatures and pressures encountered during normal use. As a result, during normal use, there is no physical danger of ignition or explosion and chemical danger of hazardous materials' leakage.

However, if exposed to a fire, added mechanical shocks, decomposed, added electric stress by mis-use, the gas release vent will be operated. The battery cell case will be breached and hazardous materials may be released.

Moreover, if heated strongly by the surrounding fire, hydrogen fluoride gas may be emitted.

Most important hazards and effects

Human health effects:

- Inhalation: The steam of the electrolyte has an anaesthesia action and stimulates a respiratory tract.
- Skin contact: The steam of the electrolyte stimulates skin. The electrolyte skin contact causes a sore and stimulation on the skin.
- Eye contact: The steam of the electrolyte stimulates eyes. The electrolyte eye contact causes a sore and stimulation on the eye. Especially, strong inflammation of the eyes is caused.

Environmental effects: Do not throw out it into the environment.

Specific hazards:

If the electrolyte contacts with water, it will generate detrimental hydrogen fluoride.

Since the leaked electrolyte is inflammable liquid, do not bring close to fire.

4. FIRST-AID MEASURES

Spilled internal cell materials:

Inhalation: Make the victim blow his/her nose, gargle. Seek medical attention if necessary.

Skin contact: Remove contaminated clothes and shoes immediately. Wash extraneous matter or contact region with soap and plenty of water immediately.

Eye contact: Do not rub in eyes. Immediately flush eyes with water continuously for at least 15 minutes. Seek medical attention immediately.

Ingestion: Make the victim vomit. Seek medical attention.

5. FIRE-FIGHTING MEASURE

Suitable extinguishing media: Plenty of water, carbon dioxide gas, nitrogen gas, chemical powder fire extinguishing medium and fire foam.

Specific hazards: Corrosive gas may be emitted during fire.

Specific methods of fire-fighting: When the battery burns with other combustibles, use the fire-extinguishing method which corresponds to the combustible items. Extinguish a fire from an up-wind position as much as possible to avoid inhalation.

Special protective equipment for firefighters:

Respiratory protection: Respiratory equipment or, if not available, dust mask.

Hand protection: Protective gloves.

Eye protection: Goggles or protective glasses designed to protect against liquid splashes.

Skin and body protection: Protective clothing.

6. ACCIDENTAL RELEASE MEASURES

Spilled internal cell material, including leaked material from a battery cell, is to be dealt with carefully.

Precautions for human body:

Remove spilled materials with protective equipment (protective glasses and protective gloves).

Do not inhale the gas as much as possible. Moreover, avoid touching as much as possible.

Environmental precautions:

Do not throw out into the environment.

Method of cleaning up:

The spilled solids are put into a container.

The leaked materials should be wiped off with dry cloth.

Prevention of secondary hazards:

Avoid re-scattering.

Do not bring the collected materials close to fire.

7. HANDLING AND STORAGE

Handling:

Prevention of user exposure: Not necessary under normal use.

Prevention of fire and explosion: Not necessary under normal use.

Precaution for safe handling: Do not damage or remove the external casing.

Specific safe handling advice:

- Never throw out cells in a fire or expose to high temperatures.
- Do not soak cells in water or seawater.
- Do not expose to strong oxidizers.
- Do not give a strong mechanical shock or fling.
- Never disassemble, modify or deform.
- Do not connect the positive terminal to the negative terminal with electrically conductive material.
- In the case of charging, use only dedicated charger and charge according to the conditions specified by the user manual.

Storage:

Storage conditions: Avoid direct sunlight, high temperature, and high humidity. Store in cool, dry place (temperature: 20 - 35°C, humidity: 45 - 85%).

Incompatible products: Conductive materials, water, seawater, strong oxidizers and strong acids.

Packing material: Insulating and tear-proof materials are recommended.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures: Use adequate ventilation and recommended personal equipment.

Control parameters

Common chemical name/ General name	ACGIH (2002)	
	TLV-TWA	BEI
Lithium Iron Phosphate		
Aluminum	10 mg/m ³ (metal coarse particulate) 5 mg/m ³ (inflammable powder) 5 mg/m ³ (weld fume)	
Carbon	2 mg/m ³	
Copper	0.2 mg/m ³ (fume)	
Polyvinylidene Fluoride (PVDF)		
Organic Electrolyte		

ACGIH: American Conference of Governmental Industrial Hygienists Inc.

TLV-TWA: Threshold Limit Value-Time Weighted Average concentration.

BEI: Biological Exposure Indices.

Personal protective equipment

Respiratory protection: Respirator with air cylinder, dust mask. Hand protection: Protective gloves.

Eye protection: Goggles or protective glasses designed to protect against liquid splashes.

Skin and body protection: Working clothes with long sleeves and long trousers.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance

Physical state: Solid

Form: Prismatic

Color: Metallic color (without casing)

Smell: Odorless

pH: N/A

Specific temperatures/temperature ranges at which changes in physical state occur: N/A

Flash point: N/A

Explosion properties: N/A

Density: N/A

Solubility with indication of the solvent(s): Insoluble in water

10. STABILITY AND REACTIVITY

Stability: Stable under normal use. Hazardous reactions occurring under specific conditions.

Conditions to avoid: When a battery cell is exposed to an external short-circuit, is crushed, deformed, or exposed to high temperature above 100°C, it will generate heat and possibly ignite. Do not place it in direct sunlight or high humidity.

Materials to avoid: Conductive materials, water, seawater, strong oxidizers and strong acids.

Hazardous decomposition products: Acid or harmful gas is emitted during fire.

11. TOXICOLOGICAL INFORMATION

The information of the internal cell materials is as follows:

Lithium Iron Phosphate (LiFePO₄)

Acute toxicity: No applicable data.

Local effects: Unknown.

Sensitization: The nervous system of respiratory organs may become sensitive.

Chronic toxicity/Long term toxicity: No applicable data.

Skin causticity: Although it is very rare, a rash of the skin and allergic erythema may result.

Aluminum

Local effects: Aluminum itself has no toxicity. When it goes into a wound, dermatitis may be caused. Chronic toxicity/Long term toxicity: By the long-term inhalation of coarse particulate or fume, it is possible to cause lung damage (aluminum lungs).

Graphite

Acute toxicity: Unknown. Local effects: When it goes into the eyes, it stimulates the eyes; conjunctivitis, thickening of corneal epithelium or edematous inflammation palpebra may be caused. Chronic toxicity/Long term toxicity: Since the long-term inhalation of high levels of graphite coarse particulate may become a cause of a lung disease or a tracheal disease. Carcinogenicity: Graphite is not recognized as a cause of cancer by research organizations and natural toxic substance research organizations of cancer.

Copper

Acute toxicity: 60-100mg sized coarse particulate causes a gastrointestinal disturbance with nausea and inflammation. TDL_o hypodermic - Rabbit 375mg/kg. Local effects: Coarse particulate stimulates the nose and throat. Eyes will become red and painful if contact is made. Sensitization: Sensitization of the skin may be caused by long term or repetitive contact. Reproductive effects: TDL_o, oral - Rat 162mg/kg.

Organic Electrolyte

Acute toxicity: LD₅₀, oral - Rat 2,000mg/kg or more.
Local effects: Unknown.
Skin irritation study: Rabbit - Mild
Eye irritation study: Rabbit - Very severe

12. ECOLOGICAL INFORMATION

Persistence/degradability: Do not bury or throw out into the environment.

13. DISPOSAL CONSIDERATIONS

Recommended methods for safe and environmentally preferred disposal.

- Product (waste from residues): Do not throw out a used battery cell. Recycle it through the recycling company, or local council refuse centre.
- Contaminated packaging: Neither a container nor packing is contaminated during normal use.
- When internal material is leaked from a battery, dispose of as industrial waste subject to special controls.

14. TRANSPORT INFORMATION

In the case of transportation, avoid exposure to high temperature and prevent the formation of any condensation.

Prevent falling, dropping and breakage.

Prevent collapse of cargo piles and water damage.

The container must be handled carefully.

Please refer to Section 7-HANDLING AND STORAGE.

The transport of Lithium ion batteries is subject to international regulation which can differ if the batteries are transported by air, sea or road. There are a range of fines for companies (including OEMs) who do not comply with these regulations.

All Tracer Power batteries covered in this document, have met the requirements of the UN Manual of Tests and Criteria, Sixth Revised Edition Amendment 1 (ST/SG/AC.10/11/Rev.6/Amend.1 section 38.3 entitled "Lithium Metal and Lithium ion Batteries") and can therefore be transported.

The UN numbers, and proper shipping names, of Lithium ion batteries, are as follows:

UN3480 - Lithium ion batteries

UN3481 - Lithium ion batteries contained in equipment or packed with equipment

Lithium ion batteries which have been transportation tested but have a possible stored energy of >100Wh must be transported as Class 9 dangerous goods which impose strict packaging, labeling and documentation requirements on those shipping the product. Special training and certification is required for those wishing to ship class 9 dangerous goods.

Lithium ion batteries which have been transportation tested and have a possible stored energy of <100Wh are accepted from dangerous goods regulations but still have special packaging, labeling and document requirements.

There are restrictions on the number and size of Lithium ion batteries which can be taken on board aircraft (as carry on or checked in luggage).

Please contact Tracer Power for full details of transport requirements.

15. REGULATORY INFORMATION

Regulations specifically applicable to the product

IATA DGR (air transportation)

IMO IMDG Code (sea transportation)

US Department of Transportation 49 Code of Federal Regulations (USA)

Wastes Disposal and Public Cleaning Law (Japan)

Law for Promotion of Effective Utilization of resources (Japan)

16. OTHER INFORMATION

The information contained in this Safety data sheet is based on the present state of knowledge and current legislation.

This safety data sheet provides guidance on health, safety and environmental aspects of the product and should not be construed as any guarantee of technical performance or suitability for particular applications.

SAFETY DATA SHEET
LITHIUM ION (Li-ion) BATTERIES

1. PRODUCT IDENTIFICATION

Product name: Lithium Ion rechargeable batteries

2. COMPOSITION / INFORMATION ON INGREDIENTS

IMPORTANT NOTE: The battery cell should not be opened or exposed to heat as exposure to the following ingredients contained within could be harmful under some circumstances

INGREDIENTS	CONTENT (% of Weight)	CAS No.	EINECS
Lithium Cobalt Oxide (LiCoO ₂)	35	12190-79-3	235-362-0
Carbon (Graphite)	23	7782-42-5	231-955-3
LiPF ₆	21	21324-40-3	244-354-7
Cu	10	7440-50-8	231-159-8
Na	3	7440-02-0	231-111-4
Al	8	7429-90-5	231-072-3

Weight % listed is based on approximate percent of the average weight of the battery

3. HAZARDS IDENTIFICATION

For the battery cell, chemical materials are stored in a hermetically sealed Aluminum laminated case, designed to withstand temperatures and pressures encountered during normal use. As a result, during normal use, there is no physical danger of ignition or explosion and chemical danger of hazardous materials' leakage.

However, if exposed to a fire, added mechanical shocks, decomposed, added electric stress by mis-use, the gas release vent will be operated. The battery cell case will be breached and hazardous materials may be released.

Most important hazards and effects

Human health effects:

- Inhalation: The steam of the electrolyte has an anesthesia action and stimulates a respiratory tract
- Skin contact: The steam of the electrolyte stimulates skin. The electrolyte skin contact causes a sore and stimulation on the skin
- Eye contact: The steam of the electrolyte stimulates eyes. The electrolyte eye contact causes a sore and stimulation on the eye. Especially, strong inflammation of the eyes is caused.

Environmental effects: Do not throw out it into the environment

4. FIRST-AID MEASURES

Spilled internal cell materials

Inhalation: Make the victim blow his/her nose, gargle. Seek medical attention if necessary.

Skin contact: Remove contaminated clothes and shoes immediately. Wash extraneous matter or contact region with soap and plenty of water immediately.

Eye contact: Do not rub in eyes. Immediately flush eyes with water continuously for at least 15 minutes. Seek medical attention immediately.

Ingestion: Make the victim vomit. Seek medical attention.

5. FIRE-FIGHTING MEASURE

Suitable extinguishing media: Plenty of water, carbon dioxide gas, nitrogen gas, chemical powder fire extinguishing medium and fire foam.

Specific hazards: Corrosive gas may be emitted during fire.

Specific methods of fire-fighting: When the battery burns with other combustibles, use the fire-extinguishing method which corresponds to the combustible items. Extinguish a fire from an up-wind position as much as possible to avoid inhalation.

Special protective equipment for firefighters:

Respiratory protection: Respiratory equipment or if not available, dust mask.

Hand protection: Protective gloves.

Eye protection: Goggles or protective glasses designed to protect against liquid splashes.

Skin and body protection: Protective clothing.

6. ACCIDENTAL RELEASE MEASURES

Spilled internal cell material, including leaked material from a battery cell, is to be dealt with carefully.

Precautions for human body:

Remove spilled materials with protective equipment (protective glasses and protective gloves).

Do not inhale the gas as much as possible. Moreover, avoid touching as much as possible.

Environmental precautions:

Do not throw out into the environment.

Method of cleaning up:

The spilled solids are put into a container.

The leaked materials should be wiped off with dry cloth.

Prevention of secondary hazards:

Avoid re-scattering.

Do not bring the collected materials close to fire.

7. HANDLING AND STORAGE

Handling:

Prevention of user exposure: Not necessary under normal use.

Prevention of fire and explosion: Not necessary under normal use.

Precaution for safe handling: Do not damage or remove the external casing.

Specific safe handling advice:

- Never throw out cells in a fire or expose to high temperatures.
- Do not soak cells in water.
- Do not expose to strong oxidizers.
- Do not give a strong mechanical shock or ring.
- Never disassemble, modify or deform.
- Do not connect the positive terminal to the negative terminal with electrically conductive material.
- In the case of charging, use only dedicated charger and charge according to the conditions specified by the user manual.

Storage:

Storage conditions: Avoid direct sunlight, high temperature, and high humidity. Store in cool, dry place (temperature: 20 - 35°C, humidity: 45 - 85%).

Incompatible products: Conductive materials, water, seawater, strong oxidizers and strong acids.

Packing material: Insulating and tear-proof materials are recommended.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering measures: Use adequate ventilation and recommended personal equipment.
- Respiratory protection: Respirator with air cylinder dust mask. Hand protection: Protective gloves.
Eye protection: Goggles or protective glasses designed to protect against liquid splashes.
Skin and body protection: Working clothes with long sleeves and long trousers.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:
Physical state: Solid
Form: Cylindrical
Color: Black
Smell: Odorless
pH: N/A
Specific temperature/temperature ranges at which changes in physical state occur: N/A
Flash point: N/A
Explosion properties: N/A
Density: N/A
Solubility with indication of the solvent(s): Insoluble in water

10. STABILITY AND REACTIVITY

Stability: Stable under normal use. Hazardous reactions occurring under specific conditions.
Conditions to avoid: When a battery cell is exposed to an external short-circuit, is crushed, deformed, or exposed to high temperature above 100°C, it will generate heat and possibly ignite. Do not place it in direct sunlight or high humidity.
Materials to avoid: Conductive materials, water, seawater, strong oxidizers and strong acids.
Hazardous decomposition products: Acid or harmful gas is emitted during fire.

11. TOXICOLOGICAL INFORMATION

CAS NO	RETC
12190-79-3	None listed
7782-42-5	MD9669600
21324-40-3	None listed
7440-02-0	QR5960000;QR8128100;QR8655000 QR7120000
7440-50-8	GL5325000;GL7440000;GL7590000
7429-90-5	BD0330000 BD1020000

12. ECOLOGICAL INFORMATION

Persistence/degradability: Do not bury or throw out into the environment.

13. DISPOSAL CONSIDERATIONS

Disposal means: According to national and local laws and regulations.
Recommended methods for safe and environmentally preferred disposal:
- Product (waste from residues): Do not throw out a used battery cell. Recycle it through the recycling company, or local council refuse centre.
- Contaminated packaging: Neither a container nor packing is contaminated during normal use.
- When internal material is leaked from a battery, dispose of as industrial waste subject to special controls.

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