



**Ministry
of Defence**

Contract

701561400-1 –

Sponsorship of Industry to Attend REP(MUS) Exercise 2021

24 June 2021 to 31 October 2021

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

And

SeeByte Ltd

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

Contractor Address:
Orchard Brae House.
30 Queensferry Road.
Edinburgh
EH4 2HS

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, associated purchase order, 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 purchase order. 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 purchase order, 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 to the purchase order;

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

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 purchase order or the 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 purchase order; and
- (3) the documents expressly referred to in the purchase order.

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. The purchase order, these terms and conditions 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

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

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 purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, 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 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

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 Schedule to the purchase order.

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 purchase order.

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 Schedule to the purchase order:

- (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 purchase order (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 purchase order:

- (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 extant UK REACH Regulation 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 (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

a. The purchase order 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 the purchase order 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 shown in the Contract.

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 purchase order 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 purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by

the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
- (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
- (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

- (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
- (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall

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

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFCON 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 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 included in tender dated 17 June 2021.



PURCHASE ORDER

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,976).

Contractor	Quality Assurance Requirements (Clause 8)
Name: Registered Address:	
Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contractor <input checked="" type="checkbox"/> To be Collected by the Authority <input type="checkbox"/> Each consignment of the Deliverables shall be accompanied by a Delivery Note

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>	<p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>
Payment (Clause 14)	
<p>Payment is to be enabled by CP&F.</p>	
Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>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)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Lee Culshaw

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

Email: lee.culshaw100@mod.gov.uk

☎ 03001552535

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

3. Packaging Design Authority:

Organisation and point of contact:

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

☎

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

As per box 2

☎

(b) U.I.N.

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

7. Quality Assurance Representative:

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

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

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

9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

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 ☎ 01869 256052 (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.

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>

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: Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

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

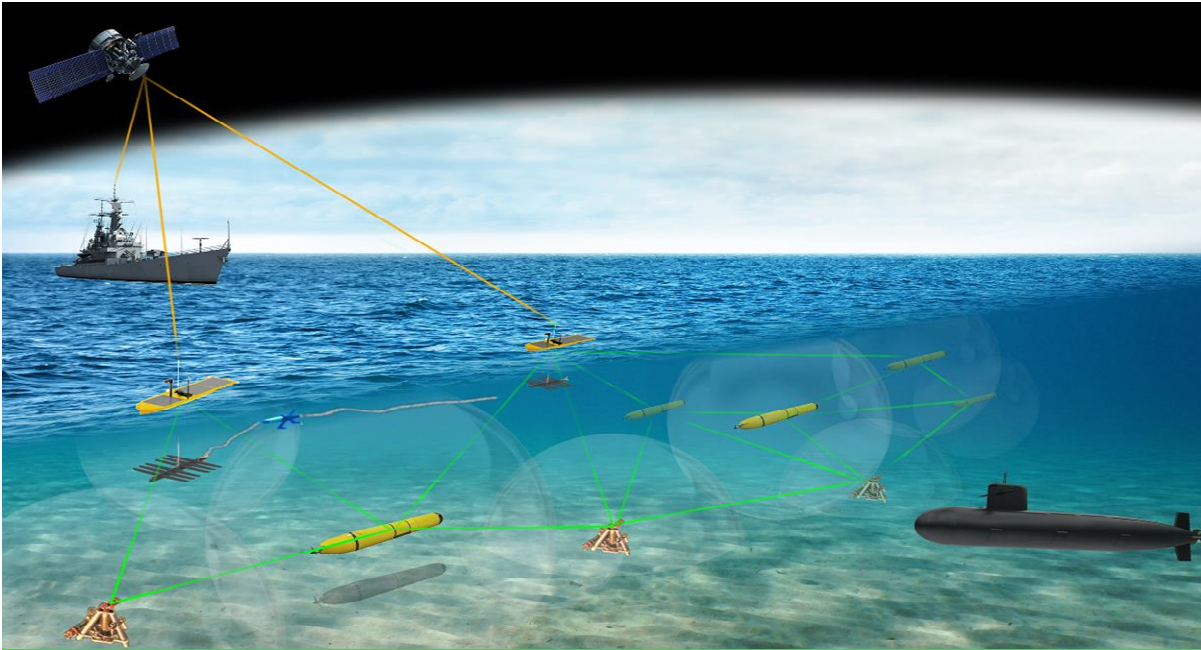
2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule of Requirements

Deliverables in accordance with Statement of Requirements						
Item Number	Description	Delivery Date (exact dates to be confirmed on contract award)	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item (including any packaging, delivery and importing)	Firm Price (£) Ex VAT -Total (including any packaging, delivery and importing)
1	Costs for providing demonstration at REPMUS 2021	September 2021	Total			
					Total Price	

Item Number	Consignee Address (XY code only)
All	Portugal
Item Number	Payment Schedule
1	Payments to be made following event or upon its cancellation

Statement of Requirements



1 Introduction

1.1 Requirement summary

The Royal Navy (RN) seeks proposals for novel and innovative systems related to Anti-Submarine Warfare (ASW) Barrier Operations to be trialed at the Robotic Experimentation Prototyping augmented by Maritime Uncrewed Systems - REP (MUS) 2021 event which will be held in Portugal in September 2021.

The RN is interested in autonomous and uncrewed systems which provide ASW capabilities. There is a particular focus on industry and academic contributions to a deployable (“barrier-like”) detect, classify and report capability against underwater threats. This includes:

- i. Platforms (carrying sensors, analysis and communications) including:
 - a. Uncrewed unpropelled systems (including anchored/floating),
 - b. Uncrewed underwater vehicles (UUVs),
 - c. Uncrewed surface vehicles (USVs),
 - d. Uncrewed air vehicles (UAVs);
- ii. Associated systems to deploy, recover, test and sustain such systems;
- iii. Command and Control (C2) systems that could be used to demonstrate the integration of multiple units. This includes the associated processing and decision making, with appropriate operator input.

Portugal has agreed to Industry and Academia participation on the basis of National sponsorship. The UK is interested in down selecting up to 3 Industry/Academic proposals to sponsor for the REP (MUS) 21 event.

1.2 Value

Up to £8,000 (excluding VAT) is available to each successful proposal. This is to contribute towards attendance at REP(MUS) 21 and can be used towards travel, subsistence and time in support of the exercise. Cost breakdown and justification is to be included with each proposal.

Completed proposals must comply with the financial rules set for this competition. The upper limit for each proposal within this competition is £8,000. Proposals will be rejected if the financial cost exceeds this capped level.

In addition to the financial support being offered, this event offers the opportunity for industry and academic partners to demonstrate the effectiveness of systems, with associated visibility. Evidence gathered at the event will be used to build Royal Navy understanding of options / technology maturity. Evidence gained will not be used as a basis for any potential subsequent procurements, which will be conducted in line with relevant regulations. Therefore, any unsuccessful suppliers will not be unfairly disadvantaged.

1.3 Maturity

This is an opportunity for suppliers to test and demonstrate capabilities at high Technology Readiness Levels (TRL) of TRL 6 and above.

Systems which require extensive integration effort prior to trials, are unlikely to meet the required timescales within REP(MUS).

2 Background to REP(MUS)

2.1 Context

REP (MUS) is, an experimentation exercise that takes place in Portugal on an annual basis and has been adopted for NATO wide maritime experimentation. It is a large-scale experimentation exercise where operational communities work together with academia and industry to develop and test operational concepts and requirements, technological advances and new progresses in sensors, actuators, C3, tactics and procedures on MUS in most of maritime operations.

The 2021 edition, which will be conducted in the North Atlantic Portuguese Exercise Areas and the recently created, Naval Operational Experimentation Centre, in Troia, from the 13th to 24th September 2021.

The event includes testing of numerous capabilities (in parallel), including Anti-Submarine Warfare (ASW). The ASW component will see six Nations bringing a collection of uncrewed unpropelled sensors, Underwater Uncrewed Vehicles (UUVs), and Uncrewed Surface Vehicles (USVs) to contribute to ASW Barrier operations during REP(MUS) 21.

Synthetic targets representing hostile systems will be available (subject to negotiation). Similarly, logistic support in terms of local transportation (within the exercise area), deployment and recovery (subject to negotiation).

2.2 Aims of REP(MUS)

This exercise aims to:

- Evaluate technological development of MUS and its related systems by providing operational challenges as well as scenarios for experimentation, assuring the prototyped systems (TRL 6 and above) the required interoperability and maturity for potential participation in Dynamic Messenger 2022.
- Test new operational concepts, doctrines and experimental tactics on the employment of MUS in maritime operations.
- Foster Centre of Excellence community involvement as a body while generating valuable information for NATO publications and standards.

2.3 Timescales of REP(MUS)

This year's exercise will run as follows:

- 08-10SEP21 Exercise Warm-up
- 13-24 Sep 21 Exercise REP(MUS)21

Suppliers are welcome to attend the full event, or a subsection necessary to demonstrate their proposed system.

Demonstration timetables and additional information about REP(MUS)21 will be provided to selected suppliers following contract award and there will be a series of safety and coordination requirements and communications and control compliance which will be shared as and when they have been issued. Please note that as Maritime experimentation exercise the agenda will be subject to changes due to weather and other unforeseen factors.

2.4 Risks to REP(MUS)

Suppliers should be aware that there is a level of risk that the REP(MUS) 21 event could be rearranged or cancelled due to unforeseen circumstances e.g. COVID 19.

3 Scope

3.1 Clarification of what we want

We want novel solutions which might be prototypes (above TRL 6) or commercial off-the-shelf (COTS) products adapted for novel use.

Your proposal should include the following:

- evidence of a sensor or payload that will contribute to enhanced ASW operations, and that has reached a prototype stage (TRL 6 or above) and requires testing
- or evidence of novel use case for adapting a COTS product.
- a clear demonstration of how the proposed sensor / payload will improve how ASW Capabilities and or C2 are delivered.

3.2 Clarification of what we do not want

For this competition we are not interested in proposals that:

- are pre-prototype, such as consultancy, paper-based studies or literature reviews, or early designs of a novel system.
- do not offer significant benefit to Royal Navy in terms of potential future capability.
- offer demonstrations of commercial off-the-shelf products without modification or adaptation and requiring no trialing or validation for exploitation.
- offer no real prospect of out-competing existing technological solutions.

3.3 Exploitation

The key objective of this process is to gain insights from sea trials of sensors and payloads on uncrewed underwater vehicles. Insights gained will help the Royal Navy shape future requirements and design future capabilities and concepts of operation in the underwater battlespace.

You should aim to demonstrate the operational benefit of your proposed solution during the trials, and this should be clearly articulated in your proposal.

3.4 Essential health & safety for trial

Suppliers must ensure their equipment or procedures meet the minimum required health and safety standards and regulations for trialing, including but not limited to: Portable Appliance Testing (PAT) certification; completion of detailed risk assessments; and, evidence that specific standards have been met if required such as solutions that emit ionising radiation must comply with Ionising Radiations Regulations 2017 (IRR17).

The Royal Navy reserve the right to terminate sponsorship if not content with a supplier's health and safety / regulatory compliance.

3.5 Essential eligibility criteria

Proposal which can't meet the following criteria will be considered ineligible for demonstration at REP(MUS) 21:

1. Suitability of system to be demonstrated internationally within the context of REP(MUS). This excludes any high sensitivity elements which can not be appropriately mitigated.
2. Acceptable credibility of supplier to deliver/contribute to a UK military capability (including security, financial status, ethical standing, cyber security etc.). Submissions from Small/Medium Enterprises, Academia and non-traditional defence suppliers are actively encouraged. Subject to negotiation the RN is willing to work collaboratively to meet these requirements e.g. obtaining certification where appropriate.
3. Confidence in trial being able to be conducted (in keeping with all national and international regulations):
 - a. Safely, to all individuals
 - b. Environmentally acceptably
 - c. With acceptable security risks
 - d. Without unacceptable detriment or compromise to other systems / capabilities present at REP(MUS)
 - e. Within existing (at REP(MUS)) or supplier provided infrastructure, personnel, training etc. present at REP(MUS)).
4. Confidence that system can be delivered in time to be trialed at REP(MUS) 21 (with acceptable, communicated risks and dependencies)
5. Relevance to UK current capability interests.

3.6 Desirable features of in-service system (or system of systems)

As described in section 1.1 this call is focusing on autonomous and uncrewed systems which could provide a deployable ("barrier-like") detect, classify and report capability against underwater threats. This includes associated platforms, their enablers and mission network.

The following (non-exhaustive) list of features are desirable for such systems:

- Integration
 - Networked – Systems should be capable of being networked.
 - Modularity – It is beneficial if systems can be modularly altered to perform different roles.
 - Adaptability – It is beneficial for systems to be applicable to numerous different situations / environments / threats / missions / scenarios.
 - Interoperability – The ability to work effectively with legacy crewed platforms, other autonomous/uncrewed systems, and international forces is desirable (balanced against any associated risks e.g. Security). Any negative effects of the system on UK military, friendly/neutral military, or other non-hostile water users (e.g. commercial/scientific/leisure)
- Effectiveness
 - Endurance – Systems shall provide a capability for an operationally meaningful level of time, operating independently. Systems which are incapable of operating for at least 1 day without support are unlikely to meet this criteria. To this end an ability for systems to be 'dormant', and 'activated' may be beneficial.
 - Threat coverage – Systems should ideally be capable of detecting an operationally significant range of hostiles including threats of different types, sizes, and depths. E.g. a system which is not capable of detecting any in-service submarine is unlikely to meet this criteria.

- False alarm rates – Systems should be capable of providing a signal which is dependable to users. A system should be capable of distinguishing between threats, friendlies, neutral/commercial and environmental/wildlife triggers.
- Delay to queueing – Systems should be capable of communicating sensed (and analysed) information within operationally meaningful timescales. E.g. a system which can only communicate information through being physically recovered is unlikely to meet this requirement.
- Counter-detectability – It is generally beneficial if systems can not be readily detected (or interfered with) by a hostile force (surface ships, aircraft, submarines). Note there may be other situations where (ideally optional) counter-detectability is beneficial e.g. to disincentivise an underwater hostile from proceeding.
- Practicalities
 - Survivability – The ability for systems to survive (and ideally continue operation) in all environments and sea states is beneficial.
 - Reliability – Systems should be reliable with no/minimal preventative maintenance while deployed.
 - Ability to operate, launch, recover & sustain – Systems should be able to be launched, recovered (and sustained if necessary) in a time effective and cost effective manner. The needs of high value crewed ASW platforms (to deploy, control, host, sustain or recover) should be minimised.
 - Risk & mitigation of loss – The risk (likelihood and consequences) of systems being lost should be minimised (including security, safety and environment). This may necessitate associated mitigations.
 - Legislation – Systems should be capable of being operated including associated legislation and regulations. This includes safety, security and associated environmental considerations (inc. impact on mammals).
 - Cost effectiveness – Systems should provide capability cost effectively.

3.7 Desirable features of C2 systems

As more specific guidance, the following features are desirable in demonstrated command and control systems:

- Systems that could be used to manage and demonstrate the integration of multiple MUS assets with the following features:
 - Systems that can provide ASW mission plans for multiple heterogeneous systems across domains (underwater, above water, land and air).
 - Systems that can monitor and manage a federation of systems in mission.
 - Communication management tools
 - Water space management tools

3.8 Scenarios of use

The UK and international allies are interested in the application of a 'barrier' capability in a number of different scenarios and purposes. These cover a range of different missions, operational situations, threats and environments (including geography, oceanography and densities of non-threat triggers).

3.9 Classification guidance

For 2021 the UK is constraining the classification of its contributions to a maximum of Official Sensitive. It is the responsibility of tenders to ensure classified elements are appropriately protected so as not to breach security controls. Similarly, the exportability of any such systems will need to be considered. Higher classification (UK only) procurements are expected in the near future which will be a more suitable forum for any ineligible systems.

Tender responses are to be classified at a maximum of Official-Sensitive.

3.10 Maturity guidance

Maturity - All innovations must be at TRL 6 and above that require testing or validation in sea trials.

4 Full Proposal

4.1 Proposal approvals

Suppliers who have been awarded a contract must submit final fully detailed proposals by 23 July 2021 at midday (BST).

Authority will give approval of proposals, subject to acceptability, by 6 August 2021.

If the Authority is not content with the final full proposal, that supplier will not be invited to attend the event and the contract will end at the date of rejection of the final proposal.

In order to allow suppliers sufficient time to make arrangements for attendance at REP(MUS) and transportation of equipment, following acceptance of the tender One-Page pitch, the Royal Navy intends to provide an authority to proceed with these arrangements. Attendance at the REP(MUS) event will still be contingent on acceptance of the full proposal.

4.2 Full proposal contents

Suppliers must provide an accepted full proposal (through collaborative engagement with the RN) to attend the REP(MUS) event. The template is at the discretion of the supplier, but this must use the RN provided contractual terms. This should align with the provided One-page pitch and include all information necessary to bound the supplier's attendance at the trial. This is expected to include:

- a detailed description of the technology to be included in the experiment
- a brief overview of the benefits the technology will provide in supporting the delivery of appropriate military scenarios
- a description of current readiness of the solution for experimenting at sea
- a description of the tests and trials to be conducted and explanation of how these support military applications
- an explanation of how you would meet your objectives
- a resourcing plan that identifies, where possible, the nationalities of any staff expected to work on the project.
- A risk register for key risks including any additional ethical / legal / regulatory factors associated with the proposal
- Proposals must include a short description of any previous testing and trialing undertaken, if classification, IP or NDA restrictions do not allow disclosure then the wording; "previous testing and trialing has taken place and is bound by extant IP/NDA/Classification issue (delete as appropriate)" must be inserted.
- Details of what rights / level of access the RN will have to data produced at the trial.
- Notable constraints and requirements, including time required to demonstrate technology at REP(MUS)
- Acceptance of required liabilities stated in the contract, including confirmation of any associated insurance.

Proposals which do not provide sufficient detail will be disqualified. Failure to provide any of the above listed will automatically render your full proposal non-compliant.

Successful suppliers will have to produce risk assessments and compliance documentation as required by NATO organisers of REP(MUS) 21 which will be shared as available and in order to be fully compliant all requests will need to be completed for attendance at the experimentation event.

4.3 Legislation including Health and Safety

Suppliers are required to satisfy the RN and REP(MUS) planners that their test can be carried out safely, and in keeping with all relevant legislation (including security and environmental). Suppliers who are successfully down-selected will be required to work with REP(MUS) 21 representatives in order to develop appropriate risk assessments.

In order to support the development of the risk assessments, suppliers must consider the hazards which could cause harm to human safety and the safety of marine mammals. The following list, which is not exhaustive, may help suppliers to consider the risks involved:

- electrical safety – exposed high voltage electrical wires which can cause an electric shock, specially capacitors, arcing, etc.
- motion safety – moving and rotating parts, spinning shafts etc. which can hit or snag and cause physical damage
- chemical safety – toxic, irritants, carcinogens, etc, which can cause damage when pouring, spilled accidentally from equipment or through leakage
- optical safety – lasers, sharp items protruding, and small particles being released can cause eye damage
- flammable and heat safety – heat sources causing damage to skin through contact from liquids, solids, gases, flame, rapid oxidation, lasers, etc.
- freezing and cold safety – cold sources causing damage to the skin through contact from liquid, solids, gases, etc.
- breathing safety – difficulty in breathing due to damage to the lungs or restricted airways from chemicals, gases, vapours, etc.
- radiation safety – exposure to unsafe levels of ionising and non-ionizing radiation like x-ray, microwave, nuclear materials, etc.
- magnetic safety – if it's safe for humans it should not have effect as staff used will not be pregnant or fitted with pacemakers
- radar safety – if it's safe for humans it should not have effect as staff used will not be pregnant or fitted with pacemakers
- sonar safety – risk posed by sonar, including to marine mammals

Risks to human safety should be mitigated through strict observance of British health and safety standards. In the rare instance that this is not possible, suppliers' proposals must clearly explain how a risk will be mitigated.