



Ministry
of Defence

Contract

701732451 –

Provision of NavyPODS: MILSPEC Container(s)

**16 December 2021 to 28 February 2022
with optional extensions to 31 July 2022**

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

And

G3 Systems Limited

Team Name and Address:
Navy Commercial
4 Deck, NCHQ
Leach Building
Whale Island
Portsmouth
PO2 8BY

Contractor Address:
Brunel Building,
11 Mereside
Osprey Quay
Portland
Dorset
DT5 1PY

SC1B (Edn 06/21)**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;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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 14 (Edn 06/21) - Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs - *DEFCONs 14, 15, 21, 90 apply to any hardware design activity under the Contract and any non-technical information as might be generated or delivered*

DEFCON 15 (Edn 06/21) - Design Rights and Rights to Use Design Information - *DEFCONs 14, 15, 21, 90 apply to any hardware design activity under the Contract and any non-technical information as might be generated or delivered*

- *The Authority shall be entitled to exercise its rights to modification under clause 4 f) of DEFCON 15 without the constraints of Clause 12.*

DEFCON 21 (Edn 06/21) - Retention Of Records - DEFCONs 14, 15, 21, 90 apply to any hardware design activity under the Contract and any non-technical information as might be generated or delivered

DEFCON 76 SC1 (Edn 06/21) - Contractor's Personnel at Government Establishments

DEFCON 90 (Edn 06/21) – Copyright - DEFCONs 14, 15, 21, 90 apply to any hardware design activity under the Contract and any non-technical information as might be generated or delivered

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

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

DEFCON 503 SC1 (Edn 07/21) – Formal Amendments to Contract

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

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

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

DEFCON 538 (Edn 06/02) - Severability

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

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

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

DEFCON 620 SC1 (Edn 08/21) – Contract Change Control Procedure

DEFCON 624 SC1 (Edn 12/16) - Use Of Asbestos

DEFCON 627 SC1 (Edn 11/21) - Requirement for a Certificate of Conformity

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

DEFCON 658 SC1 (Edn 09/21) - Cyber

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

DEFCON 660 - (Edn 12/15) - Official-Sensitive Security Requirements

DEFCON 694 SC1 (Edn 07/21) – Accounting For Property of the Authority

DEFCON 705 (Edn 06/21) – Intellectual Property Rights – Research and Technology - *Applies to any technical information other than in relation to hardware design.*

reference to the acts authorised and the specific intellectual property involved.

Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

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 November 2021.

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

Schedule 1 – Statement of Requirements

STATEMENT OF REQUIREMENT

NavyPODS Container(s)

1.0 Introduction

- 1.1 This SOR outlines the requirement of the Authority for the supply of up to **four** (4) containers to support the Royal Navy's (RN) developing concept of NavyPODS (Persistent Operationally Deployable Systems).
- 1.2 The supplier will be required to work collaboratively with the Authority and any of the Authority's chosen partners (which may include integration, equipment supply and test and evaluation partners) to design the containers to meet the Authority's need.

2.0 Requirement

- 2.1 The Supplier will be required to provide the following services:
- 2.2 **Design / Modification Services – Design, Build, integration and Fit.**
 - 2.2.1 Supplier will be required to provide design services to support the Royal Navy to Design and Build bespoke containers / modules capable of accommodating GFx (Government Furnished) equipment and systems.
 - 2.2.2 All Bespoke containers should meet the specification provided in **Appendix 1** "MILSPEC Container Specification".
 - 2.2.3 Bespoke modification will typically involve modification to allow additional openings in the container to accommodate both systems and personnel.
 - 2.2.4 For the avoidance of doubt each POD / container supplied under this contract may be intended for a different use case or for different equipment to be installed, therefore some differences may need to be designed into each POD. Such changes will typically, but not exclusively, be limited to changes to openings, internal compartmentalisation, lighting and power requirements, and installation of internal fittings and fixings.
 - 2.2.5 the Supplier must be prepared to collaboratively work with the Authority and the Authority's chosen integration partner to ensure the suitability of the design. This may include being asked to identify Authority requirements which are likely to add disproportionate cost or delivery risk to the project.
 - 2.2.6 The supplier shall provide a full cost breakdown for each POD identifying main cost drivers for the purpose of enabling the Authority to refine its requirements for future competed procurements.
 - 2.2.7 The supplier may also be required to integrate and fit GFx provided equipment, which will be identified during the collaborative working as indicated in section 2.2.5. GFx integrations will need to be factored into the designs that will be discussed between the Authority and the supplier.

3.0 Manufacture

- 3.1 The Supplier or Suppliers Subcontractors must be capable of manufacturing the containers in accordance with the specification included in **Appendix 1** "MILSPEC Container Specification".

4.0 Delivery

- 4.1 The Supplier will be required to deliver finished Container/s to any location of the Authority's choosing within 15 miles of Portsmouth, UK.

4.2 Inspection and Acceptance

4.3 Delivered containers will be inspected by an Authority Representative in accordance with DEFCON 507 & DEFCON 524.

4.3.1 The Authority may request delivery to a partner organisation, in this case the partner organisation will be considered the 'Representative of the Authority' for the purposes of delivery in line with DEFCON 507.

5.0 Quantity & Pricing Basis

5.1 The Supplier is required to provide a **FIRM PRICE** for QTY 1 Container meeting this SOR. (this firm price is reflected in schedule 2 of this contract)

6.0 Priced Option

6.1 The Supplier is required to provide optional unit pricing for the following:

6.2 **Options 1,2 and 3 – Additional Containers:** Authority requires the Supplier to provide a **FIRM PRICE** for the purchase **up to** a further QTY 3 Containers which are materially of a similar specification to the initially delivered container (I.e. up to 4 Containers in total).

6.2.1 Additional containers must be purchasable on an individual unit basis.

6.2.2 Supplier should take account within the Supplier's firm price of minor modifications which may be required as a result of developments / lessons identified from the initial container build.

6.2.3 Supplier should provide details of the typical lead time for the design build manufacture and deliver of subsequent containers, not to exceed the lead time indicated in section 7.4

7.0 Schedule

7.1 The initial container must be available for delivery by **24th February 2022**

7.2 The awarded supplier and the Authority will mutually agree the delivery date of any containers ordered under Options 1,2 and 3.

7.3 Containers being delivered under Options 1,2 and 3 may be requested for delivery any time up until June 2022.

7.4 The Supplier shall ensure that the lead time for any containers being delivered under Options 1,2 and 3 does not exceed the delivery time for the initial container (i.e. the period between contract award and 15th January 2022)

8.0 Access to MOD locations

8.1 Supplier personnel may be required to deliver services and / or attend NCHQ and other MOD sites and other UK locations as may be requested from time to time.

9.0 Government Furnished Equipment (GFx)

- 9.1 As part of the contract the supplier will be required to customise the PODS to accommodate government furnished assets including equipment these will need to be managed in line with DEFCONs 611 and 694, and DEF STAN 05-099.
- 9.2 The equipment to be fitted is not yet decided. It will be discussed with the award supplier.

10.0 Security considerations

- 10.1 Some of the intended GFx equipment to be integrated within the POD may require the awarded suppliers' employees to hold SC level clearance.
- 10.2 It is therefore expected that the award supplier will have, as a minimum, suitable SC clearance at the contract start date and be able in all other respects to facilitate the storage and installation of OFFICIAL SENSITIVE equipment, and Authority data, as needed.

APPENDIX 1 – MILSPEC CONTAINER SPECIFICATION

Line ID	Requirement
1	SHELL
2	The External surfaces of each module / container (used interchangeably herein) shall be painted with Primers, undercoats and Weather-Deck Grey Topcoat in accordance with current d) NES 758 War-Paint guidance. All paint shall be NSN Codified.
3	Components fitted to the Modules shall not extend beyond the profile required for International Convention for Safe Containers (CSC) Certification.
4	The internal metal surfaces (Walls and Ceiling) shall be painted with internal White paint as defined in the War-Paint guidance. All Paint shall be NSN codified.
5	DOORS
6	A main door Compliant with the current CSC Requirements shall be provided.
7	All external doors shall open outwards.
8	All personnel access doors shall have a minimum clear opening width of 1 metre. (Cargo doors exempt)
9	Not applicable
10	Not applicable
11	All personnel doors shall be fitted with secure integral locks and Padlock Hasp.
12	It shall be possible to lock all external doors with a padlock.
13	Each Module shall have a secondary means of escape.
14	FURNITURE
15	Where required, any furniture, shall be provided to enable the fitting of awnings, and/or solar shield, for specific modules as may be required by the Authority. The design of the awnings shall allow them to be fitted to any of the containers.
16	If and where required, any Furniture manufactured with timber frames or decorative trim shall be supplied with a certificate of compliance to show that the wood has been heat treated to meet ISPM 15" (International Standard of Phytosanitary Measures). (Timber in this instance is classed as untreated natural wood such as Pine) Heat treated and manufactured wood such as MDF and plywood is permissible.
17	TRANSPORT
18	ROAD
19	The Modules shall be transportable by Military and Civil Road Vehicle.
20	The total Modules unladen weight shall not exceed 10 tonnes to ensure that 2 Modules can be transported on a single axle road vehicle or on a 46 ' Trailer. Ref JSP800 Vol3 Section 2.3.5 PLANNING FOR CONTAINER MOVEMENT Para 12.
21	RAIL
22	Module(s) shall be transportable by rail.
23	SEA
24	Module(s) shall be transportable by Military and Civil Ship.
25	AIR
26	An Air Vent shall be fitted to allow for pressure differences during transportation.
27	The Modules shall be transportable by Road, Rail, Sea and Air.
28	The Modules shall be fitted with systems to secure all loose items in transit.
29	It shall be possible to lift the Modules by Crane.
30	It shall be possible to lift the Modules by Forklift Truck.
31	SAFETY
32	FIRE SAFETY
33	The Module shall be designed to be capable of being fitted with firefighting equipment (as may be supplied by the Authority).

34	Mains and Battery Backup Smoke detectors shall be installed in line with current regulations.
35	A method of visually inspecting the inside for evidence of fire within the Module shall be provided. This shall be possible without opening the container.
36	SAFETY CASE No
37	The design and safety case shall accommodate the fact that the CESF Capability will be used on the deck of a ship, while at sea. Cargo Doors are not included in this requirement. A target inclination of 10 degrees shall be catered for.
38	The Modules shall be delivered with a comprehensive Safety and Environmental Case Compliance with the current Def-Stan 00-56 and JSP 430.
39	The Module shall be Compliant with current UK and EU H&S, Environmental, fire and other appropriate legislation concerning its construction, handling, operation and disposal
40	It shall be possible to operate and maintain the Modules whilst wearing approved protective H&S apparel.
41	The Module shall be fitted with any safety notices directed or provided by the Authority.
42	ENVIRONMENTAL
43	The Modules shall be able to operate in Wind Blown Sand and Dust IAW Def Stan 00-35 Part 4 Issue 4 including Solar Radiation A, B and M categories.
44	The Module shall be able to operate with the doors closed and secured. This does not include the BIS and Material Stores which are fitted with Cargo Doors.
45	Modules must be suitable for sustained continuous use in harsh maritime environments (hot, cold, temperate, sandy, high humidity).
46	When powered up, a relative humidity of between 30% and 60% shall be maintained inside the Modules.
47	The Snow Loading for Portable Materiel (Def Stan 00-35 Test CL 22) at 100kg/m ² on the roof and top surfaces of the ACUs. As defined in Def Stan 00-35 Part 4 Issue 4 including Solar Radiation A, B and M categories.
48	The Module shall be able to operate in Driving Rain as defined in Def Stan 00-35 Part 4 Issue 4 including Solar Radiation A, B and M categories.
49	The environmental control system shall incorporate a thermostatically controlled cooling & heating capability to maintain an operational temperature between 20 Degrees C and 24 Degrees C.
50	Where environmental conditioning Modules (ECU) are required they shall be User Replaceable and the removal shall not affect operation of the Module, except for an increase/decrease in internal temperature, due to reduced cooling/heating capability.
51	Where Environmental Conditioning Modules (ECUs) /Air Conditioning Modules (ACUs) are required they shall be selected from a range with NATO Stock Numbers (NSN) or shall be given an NSN prior to delivery.
52	Not Applicable
53	Not Applicable
54	BASELINE ELECTRICAL
55	GENERAL No
56	Electrical wiring shall comply with current BS7671 Requirements for Electrical Installations IEE Wiring Regulations.
57	Equipment shall be compatible with 230V AC single phase 60Hz/50Hz.
58	The necessary quantity of 20m cable/adaptor cables required to allow connection to shore supplies or ship systems shall be supplied.
59	All External electrical connectors/fittings shall be IP67 rated.
60	All electrical equipment should be CE marked.
61	Modules shall accept an external 440V 3 Phase 60/50Hz supply.
62	The use of internal IP67 electrical equipment shall be agreed with the authority and included in the modules CDR, PDR and Book of Reference.
63	POWER

64	Modules shall be capable of being powered by shore side 50Hz supplies.
65	Modules shall be capable of being powered by the current In Service Power Generation Module.
66	The Distribution Panel in each container shall include an additional 20% spare capacity.
67	1 Off, 110V AC 16A socket circuit shall be provided in the Electrical Interface Panel for external use.
68	All Modules External Power Connections shall be provided via a self-closing waterproof connector rated at least IP67 in accordance with BS EN60529.
69	There shall be a second distribution board that that will support the smoke detectors and dehumidifiers.
70	Emergency Stops shall be fitted to individual equipment and the module in accordance with current HSE Regulations. Provision and Use of Work Equipment Regulations 1998 (POWER)
71	The EIP Shall Provide the following: a) 4 40 Volts, 3 Phase and neutral supply to internal 3 phase DB. b) 1 10 Volts, Single phase, output for outside tooling. c) 230 Volts as agreed at CDR. d)115 Volts as agreed at CDR.
72	All engineering equipment shall be fitted with Lockable Electrical Isolation Switches.
73	EARTHING
74	A means of electrically grounding the Modules shall be provided.
75	The electrical installation earth bonding shall comply with current BS7671 Requirements for Electrical Installations IEE Wiring Regulations.
76	A 15m earth cable shall be provided for securing to earth electrode (spike).
77	LIGHTING
78	Lighting shall be of the LED Type giving an appropriate Lux output. Note this requirement is not applicable to BIS, Material, Type A, Type B, LMS.
79	Main White Lighting shall be provided in accordance with CIBSE/BS EN 1246-1.2002. Each Module, as a minimum, will require lighting levels that allow the occupants to read documents and the labels on stored equipment.
80	A facility shall be provided to test the functionality of emergency lights.
81	Not Applicable
82	Point of ingress/egress shall not allow white light to escape.
83	Emergency lighting with a minimum lux level, IAW current HASAWA regulations that that can be switched off for storage shall be provided. The Emergency Lighting shall function for => 3 hours following an electrical failure.
84	Not Applicable
85	Lighting shall conform to a common layout wherever possible.
86	SECURITY
87	Module access doors (Not Cargo) shall be manufactured in such a way that they do not require a key to open them from the inside.
88	Module access doors (Not Cargo) shall be lockable from the outside with a key.
89	Where a module is fitted with a personnel door, the door shall be fitted with a secure viewing window with minimum dimensions 300mm*300mm.
90	Not applicable
91	Securing pins and fixings for Doors and Access Points shall not be removable from the outside of the Module.
92	All Modules and equipment shall be proofed against the entry of vermin.
93	All doors shall be fitted with a mechanism to prevent inadvertent movement when in the open position.
94	CERTIFICATION
95	A Certificate of Conformity (C of C) will be provided at acceptance of each Module.
96	Test Certification shall be provided, attached to the C of C.

97	Supplier must be able to supply Modules that are compliant with RN fire school testing methodologies and should be able to provide evidence of experience of this requirement.
98	Each Module shall be delivered with an unrestricted CSC plate.
99	HUMAN FACTORS
100	Module shall be designed to take account of safe working practices and able to be operated by a range of British serving personnel of average UK size and weight, while wearing appropriate clothing.
101	EQUIPMENT
102	Each module shall be fitted with the Munters MG90 Dehumidifier (or equivalent) to support long term storage.
103	Each module shall be fitted with the Dantherm ACM5 MKII (or equivalent) unit to ensure operation in extreme climates.

Schedule 2 - 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, travel, delivery and importing)	Firm Price (£) Ex VAT -Total (including any packaging, travel, delivery and importing)
1	Purchase of 1 MILSPEC Container to meet the requirements set out in the Statement of Requirement	24 February 2022	Per Item	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
2	Option 1: Purchase of 1 MILSPEC Container to meet the requirements set out in the Statement of Requirement	January 2022 to June 2022	Per Item	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
3	Option 2: Purchase of 1 MILSPEC Container to meet the requirements set out in the Statement of Requirement	January 2022 to June 2022	Per Item	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
4	Option 3: Purchase of 1 MILSPEC Container to meet the requirements set out in the Statement of Requirement	January 2022 to June 2022	Per Item	1	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
Options to be invoked by the Authority if required through formal Contract Amendment authorised by Navy Command Commercial					Total Firm Price Excluding Options	Redacted under FOIA Section 43, Commercial interests
					Total Firm Price If Options Invoked	£274,760.12

Item Number	Consignee Address (XY code only)
All	The Supplier will be required to deliver finished Container/s to any location of the Authority's choosing within 15 miles of Portsmouth, UK. To be agreed at contract award.
Item Number	Payment Schedule
1-4	Payment to be made following delivery.

Schedule 3 - Contract Data Sheet

Contract Period	<p>Effective date of Contract: 16 December 2021</p> <p>The Contract expiry date shall be: 28 February 2022</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<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>

Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<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 or by the following date:</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address)</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>N/A</p>
Clause 13 – Progress Meetings	<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>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Katie Goble

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

Email: katie.goble100@mod.gov.uk

☎ 03001575849

8. Public Accounting Authority:1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS
Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store
Street, Manchester, M1 2WD
☎ 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4
Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**2. Project Manager, Equipment Support Manager or PT Leader** (from
whom technical information is available):Name: **Redacted** under FOIA Section 40, Personal
InformationAddress: **Redacted** under FOIA Section 40, Personal
InformationEmail **Redacted** under FOIA Section 40, Personal
Information**9. Consignment Instructions:**

The items are to be consigned as follows:

As detailed in Schedule of Requirements

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.****10. Transport.** The appropriate Ministry of Defence Transport Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point
3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight CentreIMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913
8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCSJSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No
01869 256837Users requiring an account to use the MOD Freight Collection Service
should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first
instance**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.gateway.isg-r.r.mil.uk/index.html> [intranet] or
<https://www.dstan.mod.uk/> [extranet, registration needed]**11. The Invoice Paying Authority:**

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:[https://www.gov.uk/government/organisations/ministry-of-
defence/about/procurement#invoice-processing](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: DESLCSLS-OpsFormsandPubs@mod.uk*** NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD
Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>2. If the required forms or documentation are not available on the MOD
Intranet site requests should be submitted through the Commercial Officer
named in Section 1.

Ministry of Defence
Acceptance of Offer of Contract

To:

We acknowledge receipt of your Department's Letter of Offer, reference 701732451 dated 16 December 2021, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

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

Offer and Acceptance																	
<p>A) Offer</p> <p>Contract 701732451 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 1 January 2021. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Name (Block Capitals): Redacted under FOIA Section 40, Personal Information</p> <p>Position: Redacted under FOIA Section 40, Personal Information</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory Redacted under FOIA Section 40, Personal Information</p> <p>Date: 11/01/2022</p>	<p>B) Acceptance of Offer of Contract</p> <p>I acknowledge receipt of the Departments contract letter reference 701732451.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Name (Block Capitals): Redacted under FOIA Section 40, Personal Information</p> <p>Position: Redacted under FOIA Section 40, Personal Information</p> <p>For and on behalf of G3 Systems Ltd</p> <p>Authorised Signatory Redacted under FOIA Section 40, Personal Information</p> <p>Date: 22/12/2021</p>																
<p>Section C) Tier 1 Sub-Contractor data:¹</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name</td> <td style="width: 25%;">value of work (£ ex VAT)</td> <td style="width: 25%;">Location Of work.....</td> <td style="width: 25%;">SME ...Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> </table>		Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No	Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No	Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No	Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No
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Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No														

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

