



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16/06/2021 to 15/6/2025 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);



- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A

General information

Contract Details

Contract Reference:

Project_36637 (Bravo reference)

ITT_9711 (CCS RM6100 further competition reference)

Contract Title:

Identity Access Management Services

Contract Description:

Further Competition to award an Identity Access Management Services Contract to a single supplier

Contract Anticipated Potential Value: this should set out the total potential value of the Contract

£5,407,818.00 (3 years, Extension 1+1 years available).

Estimated Year 1 Charges:

£1,238,370.00

Commencement Date: this should be the date of the last signature on Section E of this Order Form:
27/1/2023

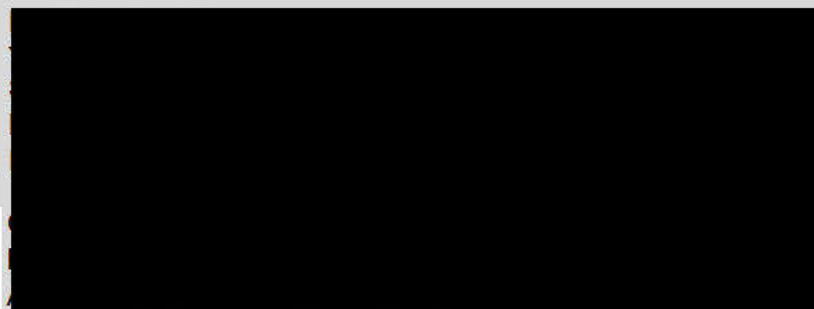


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Buyer details

Buyer organisation name

Department for Environment, Food and Rural Affairs, (DEFRA)



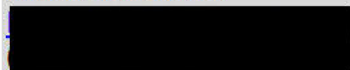
Buyer representative name

The name of your point of contact for this Order



Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.



Buyer Project Reference

Please provide the customer project reference number.

Project_36637 (Bravo reference)

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement

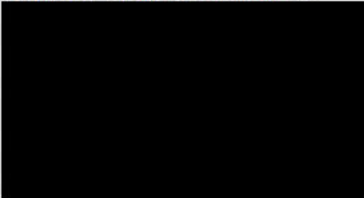
Insight Direct (UK) Ltd



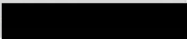
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Supplier address

Supplier's registered address

**Supplier representative name**

The name of the Supplier point of contact for this Order

**Supplier representative contact details**

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

**Order reference number or the Supplier's Catalogue Service Offer Reference Number**

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number. No order reference supplied via CCS portal.

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name: N/A

Guarantor Company Number

Guarantor's registered company number: N/A

Guarantor Registered Address

Guarantor's registered address: N/A



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input checked="" type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input checked="" type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input checked="" type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement



Commencement Date TBC

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months 36

Extension Period (Optional) Months
24

Minimum Notice Period for exercise of Termination Without Cause:

30 (Calendar days), in line with Clause 35.1.9 of the RM6100 Technology Services 3, lots 2, 3 and 5 Call Off Terms.

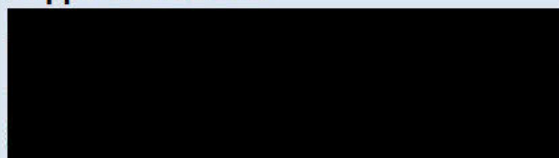
Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

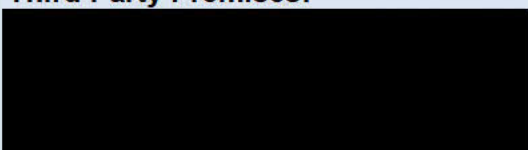
The Supplier shall provide the Services from the following Sites: **Buyer Premises:**

N/A

Supplier Premises:



Third Party Premises:





Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

The Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Services:

The Azure infrastructure (Active Directory, windows virtual machines etc).

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Additional Standards are included in the requirements document included in the ITT and here:

- National Cyber Security Centre (NCSC) recommendations ('Best' Standard)
- ISO27001 – Information Security Management
- Cyber Essentials Plus
- Information Assurance (minimum BPSS or national equivalent).

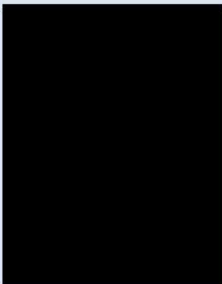


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Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below. Security requirements detailed in Appendix C and policy attached.

The Defra Security Assurance process is based on the ISO 27001 standard, and suppliers must be able to demonstrate alignment with this standard as detailed within the mandatory requirements (attached below) for this contract.





Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Defra ICT Sustainability Policy

1. Cloud Services

- a) In hosting the Services in the cloud, all data centres used either by the Supplier or by its Subcontractors in provision of the Services, must be operated with due regard for energy and cooling efficiency and in accordance with the [Defra Data Centres Code of Conduct](#).
- b) In operation of the cloud service, all available power management facilities on Supplier Assets are to be utilised to deliver the service such that standby and other low power modes are activated to match availability to demand.
- c) The Supplier shall provide the Buyer with a copy of the annual energy return required by the Code, in respect of the energy used in the provision of the Services.

2. Reporting requirements

- a) The Supplier shall complete the Sustainability Reports in relation to its provision of the Services under this Contract and provide the Sustainability Reports to the Buyer on the date and frequency outlined below in Annex A.
- b) The Supplier shall prepare and submit to the Buyer for Approval a draft "Data Centre IT Hardware Impacts Report" as set out in Annex A, as soon as practicable but in any case no later than thirty (30) days from the Call-Off Contract Start Date. The Buyer shall not unreasonably withhold or delay its Approval of the report provided that the Supplier shall implement any reasonable requirements of the Buyer in relation to the report.

3. Sustainability impacts of the Service.

The Supplier and its Subcontractors shall ensure that the provision of the Services does not detract from and, where possible, contributes to the Buyer's efforts to achieve and comply with you



[Defra group sustainable information technology \(IT\) strategy - GOV.UK \(www.gov.uk\)](#) the Greening Government Commitments 2021 to 2025 [Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](#) and the Greening government: ICT and digital services strategy 2020 to 2025 [Greening government: ICT and digital services strategy 2020 to 2025](#) requiring the Buyer amongst other obligations to:

- reduce over greenhouse gas emissions by 50% for the Services delivered to the Buyer by 2025;
- reduce waste arisings by 15% and increase proportion of waste recycled to at least 70%. Send 0% of ICT waste to landfill.
- reduce paper use by 50% and water consumption by 8%;
- reduce travel including flights;
- sustain biodiversity and provide net gains for the natural environment; and
- demonstrate transparency and mitigate risks by more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society.

ANNEX A - SUMMARY OF REPORTING REQUIREMENTS:

1. The Sustainability impacts of the Services Report (every six (6) Months) should include:

- the key impacts identified;
- improvements made;
- actions underway or planned to reduce impacts; and
- contributions made to the Buyer's Sustainability policies and objectives.

2. The Sustainable Operations Report (Quarterly) should include:

Energy consumption and Green House Gas emissions

- the energy consumption of the cloud assets being used in providing the Services, making use of a sample of real asset energy readings and estimates as agreed with the Buyer (during transition and then from time to time); and
- the energy consumption of other assets, where cooling deployed separately showing energy consumed by IT and by cooling assets, throughout making use of a sample of real asset energy readings and estimates as agreed with the Buyer (during transition and then from time to time) and for data/server rooms and data centres provide a PUE, KWh and CO2 equivalent each quarter for each.



3. The Annual Sustainable Organisation Report should include:

- the use of renewables in the Supplier and Subcontractors' organisations;
- any actions taken not covered by other reports to reduce the sustainability impacts of the organisation;
- a review of the Supplier's adoption of sustainability policies and standards, targets and practices that are currently in place to reduce the sustainability impacts of its operations and evidence of these being actively pursued by staff, indicating arrangements for staff engagement, and any achievements in improving sustainability; and
- any support the Supplier organisation provides for local or regional communities.

4. Data Centre IT Hardware Impacts Report (no later than thirty (30) days from the Call-Off Contract Start Date) should include the proportion of:

- recycled materials and components;
- materials taken from renewable sources;
- critical materials; https://ec.europa.eu/growth/sectors/raw-materials/specific-interest/critical_en and

conflict minerals; [The EU's new Conflict Minerals Regulation \(europa.eu\)](https://ec.europa.eu/economy_finance/en/the-eu-s-new-conflict-minerals-regulation) in the IT Hardware.

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

The insurance(s) required will be:

A minimum insurance period of 6 years following the expiration or termination of this Call-Off Contract.

Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the framework Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)



UK Employers' liability insurance with a minimum limit of £5,000,000 for this call off-contract or any higher minimum limit required by Law.

If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

To Comply with its obligations under this call-off agreement and as a minimum where requested by the customer in writing the Supplier shall ensure that Clause 30 and schedule 14 Insurance requirements) of the RM6100 Framework agreement apply.

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

- The Authority will ensure any vetting requirements for Security purposes is determined and agreed following the Contract Award between the Authority and the Supplier.
- The Authority will provide access to the hosting infrastructure and ensure connectivity is in place.
- The Authority will ensure involvement from respective Defra business stakeholders etc. during the Discovery project milestone period
- The Authority will ensure governance is made clear for change approval.
- Adequate access to other relevant contract providers.

Goods

Guidance Note: list any Goods and their prices. Service to be provided only.



Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Section C

Part A - Additional and Alternative Buyer Terms



Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below:

Additional Schedules	Tick as applicable
S1: Implementation Plan	✓
S2: Testing Procedures	✓
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	N/A
S5: Benchmarking	✓
S6: Business Continuity and Disaster Recovery	✓
S7: Continuous Improvement	✓
S8: Guarantee	N/A
S9: MOD Terms	N/A

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	N/A
C2: Security Measures	✓
C3: Collaboration Agreement	N/A

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses



Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below. [REDACTED] will create a Security Management Plan that will meet the agreed requirements of DEFRA Schedule 2.4 as part of the design process during the transformation project. There are still design decisions pending that will be covered during discovery that could fundamentally alter any draft plan we provide at this stage.

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.
N/A

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

N/A

Additional Clause C3 (Collaboration Agreement)

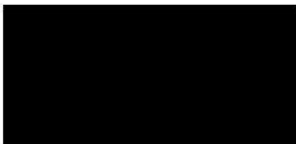
Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

N/A



Whilst a collaboration agreement is not required as part of this procurement, The Supplier agrees to work in a collaborative manner with Defra and other Defra suppliers by providing all cooperation and assistance that may reasonably be required to ensure the successful delivery of the project and ensure the continuous delivery of the services for the period of this call off and any additional periods that may be agreed.

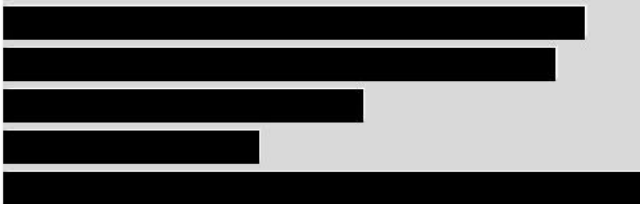
Section D Supplier Response



Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

In the Supplier Response, the following sections are commercially sensitive and shall remain confidential for the life of the contract plus 24 months.





Section E

Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	20 January 2023

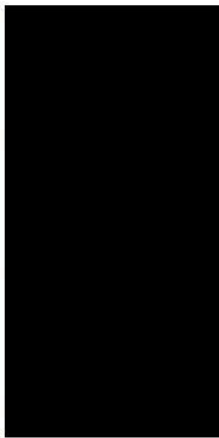
For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	Jan 27, 2023

Attachment 1 – Services Specification



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Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Milestone Retention Payments

Staged milestone payments will be administered on completion of milestone objectives below.

The “Milestone Retention” shall be ten percent (10%) of each Milestone value. Following completion of each milestones the retention for the previous milestone will be released for payment.

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Retentions % (£GBP)
M1	Discovery and Design Stage			
M2	Configuration of Aurora, transformation workflow and testing			
M3	Configuration Aurora Live, Testing, Proof of Concept and Pilot			
M4	Migrate Services, Training and Documentation			

Payment method: The payment method for this Call-Off Contract is a Purchase Order utilising BACS.

Payment profile: The payment profile for this Call-Off Contract is monthly in arrears. Invoice details: The Supplier will issue electronic invoices monthly in arrears.

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. Invoices will be sent to:

Invoice information required All invoices must include a valid PO number and the description of service which they cover. Invoice frequency: Invoice will be sent to the Buyer Monthly.



Part B – Service Charges

The following prices will apply for extension years 4 & 5:

Costs Exclude VAT, the unit costs are fixed for the duration of the contract.

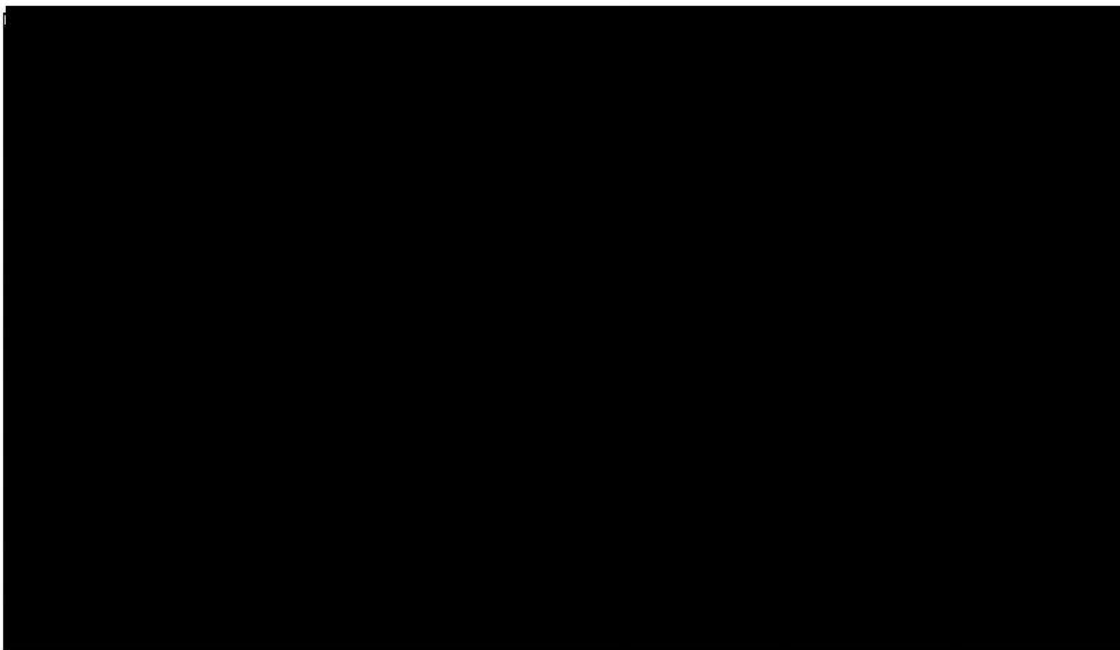


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Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Rate Levels - including those resources that will be required to deliver this programme and for any additional future work.

Milestone Payments, Service Charges and Supplier Rates due under this Contract will be charged



Part D – Risk Register

The Parties (Buyer, Supplier/Sub-contractor) shall review this Risk Register regularly and as required under Schedule 7 (Governance), Paragraph 5.1, 5.2 and 6.3 of the RM6100 Technology Services 3, Lots 2, 3, and 5 call off terms. The Risk Register shall be updated by the Supplier and submitted to the Buyer for review.



Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Postmitigation impact (£)	Owner

Part E – Early Termination Fee(s)

N/A

Attachment 3 – Outline Implementation Plan To be confirmed

#	Milestone	Deliverables (Bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date
M1	Discovery and Design Stage	<ul style="list-style-type: none"> 	42	14/02/2023
M2	Configuration of Aurora, transformation workflow and testing	<ul style="list-style-type: none"> 	59	14/04/2023



M3	Configuration Aurora Live, Testing, Proof of Concept and Pilot	<ul style="list-style-type: none"> • • • • • • • 	50	9/5/2023
M4	Migrate Services, Training and Documentation	<ul style="list-style-type: none"> • • • 	60	11/7/2023
		<ul style="list-style-type: none"> • • • 		
Ongoing	In Service Support	<ul style="list-style-type: none"> • • • 	Ongoing	Ongoing

Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

The performance of service is reviewed against agreed SLA's and KPI's. These will track and review the performance of Core's SLA's. Service Governance will be managed by the associated Service Owner and Commercial manager via monthly service review meetings.

Service credits are not applicable.

SLA	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	What is measured	Key Performance Indicators	Measure ment period
Service Hours	24 x 7	Mon-Fri 07:0019:00	Mon-Fri 08:0018:00 (excl Statutory Holidays)	Mon-Fri 08:0018:00 (excl Statutor y Holidays)	Mon-Fri 08:0018:00 (excl Statutor y Holidays)	Availability	Response Time Compliance	Monthly
1ST Line Service Desk	24 x 7	24 x 7	24 x 7	In hours	In hours	Availability	Response Time Compliance	Monthly



Referring Supplier Service Desk	24 x 7	24 x 7	In hours	In hours	In hours	Availability	Response Time Compliance	Monthly
Incident Management (IM)	24 x 7	24 x 7	24 x 7 (IM for Triage element of 1 st Line Service Provider)	In hours	In hours	Availability	Response Time Compliance	Monthly
Major incident Management (MIM)	24 x 7	24 x 7	In hours (Some MIM's may be worked by referring suppliers out of hours).	N/A	N/A	Availability	Response Time Compliance	Monthly
Availability as %	>=99.99%	>=99.60%	>=98.50%	>=97.00 %	None	Availability	Response Time Compliance	Monthly
Permitted unavailability in minutes (in a 28-day period)	4	57.6	180	360	Any	Availability	Compliance	Monthly
Single points of failure	Non	May have	May have	Will have	Will have	Availability	Compliance	Monthly
Locally resilient, i.e., more than one instance of the service	Yes	Yes	Yes	No	No	Availability	Compliance	Monthly
Geographically resilient	Yes	May have	May have	No	No	Availability	Compliance	Monthly
Recovery time objective (following complete service outage)	5 min – 4 hours	2 – 8 hours	4 – 48 hours	3 – 30 days	N/A	Availability	Compliance	Monthly
Recovery point objective (extent of data loss)	15 min – 1 hour	30 min – 4 hours	8 – 48 hours	8- 48 hours	N/A	Availability	Compliance	Monthly



Disaster Recovery Test	Annually	Annually	Once every two years where applicable	No regular test	No regular test	Availability	Compliance	Various
Penetration test (off premise/externally facing)	Annually	Annually	Annually	To be completed on major service change	N/A	Availability	Compliance	Various
Securing patching	Monthly	Monthly	Quarterly	After major service change	After major service change	Availability	Compliance	Various
Level of security monitoring & alerting	High	High	High	Limited	Limited	Availability	Compliance	Various
Level of vulnerability management	High	High	High	Limited	Limited	Availability	Compliance	Various

Critical Service Level Failure

.2 A Critical Service Level Failure will be identified when a loss in service availability occurs, and the recovery of the service exceeds the specific tier recovery time (detailed below).

SLA	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Recovery time objective (following complete service outage)	5 min – 4 hours	2 – 8 hours	4 – 48 hours	3 – 30 days	N/A
Recovery point objective (extent of data loss)	15 min – 1 hour	30 min – 4 hours	8 – 48 hours	8- 48 hours	N/A



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .2.1 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
		For length of contract

Part B – Key Sub-Contractors

This requirement will be delivered by Insight as Prime contractor operating as a Reseller under Technology Services 3 Framework Agreement RM6100, with [REDACTED] as a subcontractor to implement the proposal.

[REDACTED] has been registered by Insight with Crown Commercial Service as a subcontractor and are listed as such on the CCS website, and a signed contract is in place between both parties confirming understanding and compliance to the terms and conditions of Framework Agreement RM6100.

Key Subcontractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
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[illegible]



Attachment 6 – Software

.2.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

.2.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/Expiry



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Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
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<div>████</div> <div>████</div> <div>████</div>	<div>████</div> <div>██████████</div> <div>██████████</div> <div>████</div>	<div>██████████</div> <div>████████████████</div> <div>████████████████</div> <div>██████████████</div> <div>████████████████</div> <div>████████████████</div> <div>██████████</div> <div>██████████</div> <div>████████████████</div> <div>██████████</div> <div>████████████████</div> <div>████████████████</div> <div>██████████████</div> <div>██████████</div> <div>██████████████</div> <div>██████████████</div> <div>██████████████</div> <div>██████████████</div> <div>██████████████</div> <div>██████████████</div>	1	<p>Other than as set out in the Contract, the Buyer shall not acquire any right, title or interest in Third Party Software or Third Party IPRs (Clause 20.1)</p> <p>The Supplier shall not use in the provision of the Services (including in any Specially Written Software or in the software element of Project Specific IPRs) any Third Party Non COTS Software or Third Party Non COTS IPRs unless detailed in the Order Form and has:</p> <ul style="list-style-type: none">• first procured that the owner or an authorised licensor of the relevant Third Party Non-COTS IPRs or Third Party Non-COTS Software (as the case may be) has granted a direct licence to	N/A	<p>Third Party Software/ Third Party IPRs</p> <p>Third Party Non COTS IPRs/ Third Party Non COTS Software</p>	Perpetual
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Crown
Commercial
Service

				the Services (or substantially equivalent services) or for			
--	--	--	--	---	--	--	--



Crown
Commercial
Service



				<p>any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and</p> <ul style="list-style-type: none">the Third Party Non COTS IPRs for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; <p>Clause 21.12 states that if the Supplier cannot obtain for the Buyer a licence in respect of any Third Party Non COTS Software and/or Third Party Non COTS IPRs in accordance with the licence terms set out above the Supplier shall:</p> <ul style="list-style-type: none">notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which			
--	--	--	--	--	--	--	--



				the Supplier could seek to use; and			
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- use the relevant Third Party Non COTS Software and/or Third Party Non COTS IPRs only if the Buyer has first approved in writing the terms of the licence from the relevant third party. **(Clause 21.12)**



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Commercial
Service

		<div></div> <div></div>					
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Please see above.	N/A	Third Party Software	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Specially Written Software and Project Specific IPRs shall be the property of the Buyer (Clause 20.1.3).	N/A	[REDACTED] is a third party for the purposes of the Contract.	Perpetual
				The Supplier hereby agrees to transfer to the Buyer, or shall procure the transfer to the Buyer of, all rights (except rights in Supplier Software, Third Party Software, Third Party IPRs and Supplier Background IPRs) in the Specially Written Software and the Project Specific IPRs including the Documentation, Source Code and the Object Code of the Specially Written Soft-		Clause 20.1.3 states that Specially Written Software and Project Specific IPRs shall be owned by the Buyer.	



		<div></div> <div></div>		<p>ware and “Software Supporting Materials” (Clause 21.1).</p> <p>The Supplier shall inform the Buyer of all Specially Written Software and any element of Project Specific IPRs that constitutes a modification or enhancement to Supplier Software or Third Party Software and provide full details to the Buyer of any Supplier Background IPRs or Third Party IPRs which are embedded in or which are an integral part of the Specially Written Software or any element of Project Specific IPRs (Clause 21.2).</p> <p>The licence granted pursuant to Clause 21.4 (see below) can be sub-licensed by the Buyer to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specially Written Software and/or the Project Specific IPRs provided that the sub-licence is on terms no broader than those granted to the Buyer and the Supplier has received a confidentiality undertaking in its favour in or substantially in the form set out in Part B to Schedule 9 (Software) duly executed by the</p>			
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				Approved Sub-Licensee. (Clause 21.7.2)			
--	--	--	--	---	--	--	--



Crown
Commercial
Service



				<p>Clause 21.4 states the Supplier grants to the Buyer:</p> <ul style="list-style-type: none">• perpetual, royalty-free and non-exclusive licences to use (including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display)):○ the Supplier Non COTS Software for which the Supplier delivers a copy to the Buyer for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and			
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				<ul style="list-style-type: none">○ the Supplier Non COTS Background			
--	--	--	--	--	--	--	--



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Commercial
Service

				IPRs for any purpose relating to the Services (or sub-stantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function;			
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Crown
Commercial
Service

				<ul style="list-style-type: none">a licence to use the Supplier COTS Software for which the Supplier delivers a copy to the Buyer and Supplier COTS Background IPRs on the licence terms identified in a letter or substantially in the form set out in Part A of Schedule 9 (Software) and signed by or on behalf of the Parties on or before the Commencement Date provided always that the Buyer shall remain entitled to sublicense and to assign and novate the Supplier COTS Software and Supplier COTS Background IPRs on equivalent terms in relation to the Supplier Non COTS			
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				<p>Software and Supplier Non COTS Background IPRs; and</p> <ul style="list-style-type: none">• a perpetual royalty-free nonexclusive licence to use without limitation any KnowHow, trade secrets or Confidential Information contained within the Specially Written Software or the Project Specific IPRs <p>Should the Supplier become aware at any time, including after termination, that the Specially Written Software and/or the Project Specific IPRs contain any Intellectual Property Rights for which the Buyer does not have a suitable licence, then the Supplier must notify the Buyer within ten (10) days of what those rights are and which parts of the Specially Written Software and the Project Specific IPRs they are found in (Clause 21.14).</p> <p>The Supplier shall not use in the provision of the Services (including in any Specially Written Software or</p>			
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				in the software element of Project Specific IPRs) any Third Party Non COTS Software or Third Party Non			
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Commercial
Service

				COTS IPRs unless detailed in the Order Form (Clause 21.11).			
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Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

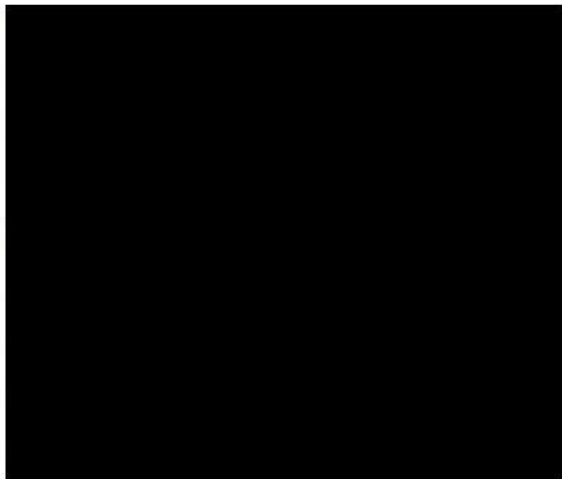

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:


Operational Board	
Buyer Members for the Operational Board	
Supplier Members for the Operational Board	


Frequency of the Operational Board	Monthly Service review meeting.
------------------------------------	---------------------------------

RM6100 Order Form – Lots 2, 3 and 5

Location of the Operational Board	Remote Meetings
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Project/Programme Board	
Buyer members of Project/Programme Board	
Supplier members of Project/Programme Board	
Start date for Project/Programme Board meetings	TBC
Frequency of Project/Programme Board meetings	Weekly/Monthly Project review meetings
Location of Project/Programme Board meetings	Remote Meetings

Annual Service Board reviews held between  stakeholders to ensure contractual adherence, Service Management performance and sustainability updates. Details contained in: CCS Order Form Schedule 7 (Short Form Governance) of the Call-Off Terms

Annual Review Activity	Main purpose	Responsible Owner
Social Value and Sustainability Outcomes	To assess supplier sustainability and social value progress.	

Project Milestones (Year 1)	Delivery progress	<div></div> <div></div> <div></div>
Annual Service Performance	Contractual adherence	<div></div> <div></div>

RM6100 Order Form – Lots 2, 3 and 5

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- 1 The contact details of the Buyer's Data Protection Officer are:
[REDACTED]
- 2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
[REDACTED]
- 3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority (buyer) is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Corporate staff data including names, email addresses, corporate contact information and other details (work telephone number, work location, work mobile) as defined by the Buyer.</p>
Duration of the processing	Data processing shall be for the duration of the contract and any subsequent supplier transfer and/or supplier off-boarding undertaken outlined within the exit plan.
Nature and purposes of the processing	User identity creation and management to provision access to cloud services. Management of a cloud based communications platform that handles electronic communications.
Type of Personal Data	Staff name and corporate contact details
Categories of Data Subject	Staff (including permanent, temporary and contractor workers)
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[REDACTED] will maintain data in the various cloud platforms for live active users only. DEFRA may migrate data pertaining to users that are migrating away from the platform. Once users are fully migrated, [REDACTED] will delete all data.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
[Performance]	<ul style="list-style-type: none"> • Service Review Meeting Minutes • Monthly Service Management Report: As part of the contract a service decision document will be circulated to highlight any actions and performance levels for stakeholder consideration Service Operation discussion points that can be covered will be: • KPI's • Management summary Dashboard • Incident management • Operating System Update • Tickets • Change and Project Update • Sustainability 	<ul style="list-style-type: none"> • Minutes • Report 	Monthly
[Charges]	Invoices Quarterly Milestone Financial Report	<ul style="list-style-type: none"> • Monthly Invoice • Report 	<ul style="list-style-type: none"> • Monthly • Quarterly

[Technical]	<ol style="list-style-type: none"> 1. Implementation Plan 2. BCDR Plan 3. High Level Design documents 4. Low-Level Design documents(LLDs) 5. Security Management Plan 	<ol style="list-style-type: none"> 1. Outline and detailed plan 2. Plan 3. Project Document 4. Project Document 5. Security Plan 6. Project Document 	<ol style="list-style-type: none"> 1. Contract Start 2. Contract Start 3. Ad-hoc 4. Ad-hoc 5. Contract Start
	<p>(Security policies and procedures)</p> <ol style="list-style-type: none"> 6. Administrative Service management documentation (Service Description Document) 7. Workflow approval designs 8. Service User Guides 	<ol style="list-style-type: none"> 7. Project/Technical Document 8. User Guide Document 	<ol style="list-style-type: none"> 6. Ad-hoc 7. Ad-hoc 8. Ad-hoc
Performance management]	<ul style="list-style-type: none"> • Risks and issues log 	Risk log within order form	Monthly

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

RM6100 Terms and Conditions Lots 2, 3 and 5 and Additional and Alternative T&C's apply to this contract where stated in the order form. Full T&C's attached:

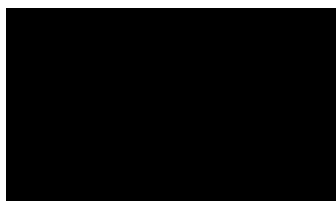


RM6100-Lots-2-3-a nd-5-Call-Off-Terms



RM6100-Lots-2-3-a nd-5-Additional-and

Key Sub-Contractors



Test Certificate

ANNEX 2: TEST CERTIFICATE

To: [REDACTED]

FROM: Department for Environment, Food and Rural Affairs, (DEFRA)

[Date]

Dear Sirs,

TEST CERTIFICATE

Deliverables: [insert description of Deliverables]

We refer to the contract (the “Contract”) relating to the provision of the Services between the [name of Buyer] (the “Buyer”) and [name of Supplier] (the “Supplier”) dated [date].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued pursuant to Paragraph **Error! Reference source not found.** of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

**delete as appropriate*

Yours faithfully

[Name]

[Position] acting on behalf of [name of Buyer]

Milestone Certificate

ANNEX 3: MILESTONE ACHIEVEMENT CERTIFICATE

To: [REDACTED]

FROM: Department for Environment, Food and Rural Affairs, (DEFRA)

[Date]

Dear Sirs,

MILESTONE ACHIEVEMENT CERTIFICATE

Milestone: **[insert description of Milestone]**

We refer to the contract (the “**Contract**”) relating to the provision of the Services between the **[name of Buyer]** (the “**Buyer**”) and **[name of Supplier]** (the “**Supplier**”) dated **[date]**.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions) or Schedule S2 (Testing Procedures) of the Contract.

[We confirm that all the Deliverables relating to Milestone **[number]** have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

OR

[This Milestone Achievement Certificate is granted pursuant to Paragraph **Error! Reference source not found.** of Schedule S2 (Testing Procedures) of the Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 2 (Charges and Invoicing)]*

**delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of **[name of Buyer]**

FURTHER COMPETITION

FOR

IDENTITY ACCESS MANAGEMENT SERVICES

CONTRACT UNDER FRAMEWORK RM6100

TECHNOLOGY SERVICES 3

CONTENTS

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3.	OVERVIEW OF INVITATION TO TENDER	4
4.	FURTHER COMPETITION TIMETABLE	4
5.	QUESTIONS AND CLARIFICATIONS	5
6.	PRICE	6
7.	SUBMITTING A TENDER	6
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1. GLOSSARY

- 1.1 In this Further Competition Invitation the following words and phrases have the following meanings:
- 1.2 “**Authority**” means Department for Environment, Food and Rural Affairs [REDACTED]
[REDACTED]
- 1.3 “**CCS**” means Crown Commercial Service;
- 1.4 “**Contract**” has the meaning set out in Framework Agreement Schedule 4;
- 1.5 “**Further Competition**” means the process used to establish a Contract that facilitates the provision of Identity Access Management Services
- 1.6 “**Further Competition Template and Invitation to Tender**” means this document and all related documents published by the Authority in relation to this Further Competition;
- 1.7 “**Marking Scheme**” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;
- 1.8 “**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;
- 1.9 “**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;
- 1.10 “**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;
- 1.11 “**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;
- 1.12 “**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;
- 1.13 “**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and
- 1.14 “**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

2. INTRODUCTION AND BACKGROUND

- 2.1 This Further Competition Invitation relates to the Further Competition to award an Identity Access Management Services Contract to a single supplier.

- 2.2 This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender. Additional information regarding the requirement background and scope is explained in the Identity and Access Management Project High Level Requirements (Appendix C).
- 2.3 This Further Competition is being conducted under the CCS Technology Services 3 Framework Agreement (reference RM6100) via Lots 1, 2, 3b. In the event a Contract is awarded it will be made to a single supplier. Only providers common to lots 1, 2 and 3b are invited to submit a tender application.
- 2.4 Submissions will need to be made via the Crown Commercial Services

3. **OVERVIEW OF INVITATION TO TENDER**

The following appendices accompany this ITT:

- 3.1 **Appendix A – Order Form** (includes selection of lots 1,2,3b) - Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition as per the core clauses of the contract, alternative and additional provisions, and specific standards.
- 3.2 **Appendix B - Technology Services 3 Framework (agreement RM6100) Terms and Conditions**
- 3.3 Appendix C – High Level Requirements for this further competition. A detailed description of the services that the supplier will be required to supply to the Authority.
- 3.4 Appendix D1 –Requirements Response Document
- 3.5 Appendix D2 – Further Competition Questionnaire - The questionnaire created by the Authority to test the suitability of the Potential Provider to meet necessary criteria in order to provide the required goods and associated services. This is used to provide final scoring and decide the Supplier.
- 3.6 Appendix D3 - Further Competition Scenario Planning
- 3.7 Appendix E - Pricing Submission Template

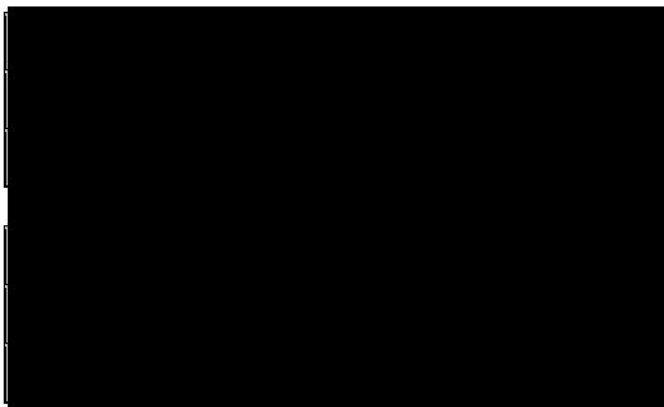
4. **FURTHER COMPETITION TIMETABLE**

- 4.1 The timetable for this Further Competition is set out in the table below.
- 4.2 The Authority may change this timetable at any time. Potential Providers will be informed if changes to this timetable are necessary.
- 4.3 The Authority must receive all Tenders before the Tender Submission Deadline.
- 4.4 Tenders after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority's discretion.

DATE	ACTIVITY
12/7/2022	Publication of the Further Competition Invitation and procurement documents
12/7/2022	Clarification period starts
25/7/2022	Clarification period closes ("Tender Clarification Deadline")
27/7/2022	Deadline for the publication of responses to Tender Clarification questions
1/8/2022	Deadline for submission of a Tender to the Authority Contract ("Tender Submission Deadline")
2/8//2022 – 19/8/2022	ITT Evaluation and Review
19/8/2022	Expected Contract Award decision
TBC	Expected commencement date for the Contract

5. QUESTIONS AND CLARIFICATIONS

- 5.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.
- 5.2 Potential Providers are requested to raise clarification questions to the Authority via the messaging function available in relation to this ITT or process on the CCS sourcing Bravo portal. No other Defra or agency personnel are to be contacted in relation to this ITT unless directed to do so by the Defra contact. Defra reserves the right to disqualify and reject Proposals that do not comply with this requirement.
- 5.3 The following individuals are the nominated contact points for this ITT:



- 5.4 The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.
- 5.5 To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.
- 5.6 Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.
- 5.7 At times the Authority may issue communications to the email address for the Potential Provider contact provided in Appendix D2 (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

6. **PRICE**

- 6.1 Potential providers are asked to consider the requirements as outlined in this document and its appendices and submit a fully costed proposal for this programme.
- 6.2 The Supplier is requested to detail all of the costs associated with their proposal for the solution design, transformation, and operational management. All costs associated with the service solution must be included in the pricing submission template in appendix E.
- 6.3 Whilst bids will be evaluated on the basis of the initial 3-year contract period, prices must also be provided for the potential 2-year extension period for budgeting purposes. All costs must be inclusive of expenses and exclusive of VAT.
- 6.4 Potential Providers are asked to complete a day rate template (contained in the Appendix E 'rate' tab). for those resources that will be required to deliver this programme for consideration. These rates will not form part of the scoring evaluation process. They will be used for any future additional work requirements.

7. **SUBMITTING A TENDER**

- 7.1 A Tender must remain valid and capable of acceptance by the Authority for a period of 90 days following the Tender submission deadline. A Tender with a shorter validity period may be rejected.
- 7.2 Potential Providers must submit copies of their Proposal to Defra by electronic copy via the CCS e-sourcing Bravo Portal.
- 7.3 Proposals must be prepared in English and in the format requested in Appendix D2 of this ITT.
- 7.4 Potential Providers are responsible for submitting their proposals prior to the ITT closing date and time (as detailed in section 4.) in accordance with the acceptable submission requirements described. There will be no allowance made by Defra for any delays in transmission of the Proposal from Potential Providers to Defra. Any Proposal received later than the stipulated ITT closing date and time will be removed from further consideration.

- 7.5 The Supplier is required to provide details of their supply chain, and the extent any subcontractors will be used. This should be covered within your company details section in Appendix D2 'Further Competition Questionnaire' (Q1.2).
- 7.6 Defra has taken all reasonable care to ensure that the ITT is accurate, however Defra gives no representation or warranty as to the accuracy or sufficiency of the contained information and that all Potential Providers will receive the same information. Potential Providers are required to ensure they fully understand all conditions, risks and other circumstances relating to the proposed contract prior to submitting a Proposal. Proposed prices shall be deemed to cover the cost of complying with all the conditions of the ITT and of all things necessary for the due and proper performance and completion of the Requirement.
- 7.7 All costs relating to the preparation and submission of a Proposal are the sole responsibility of the Potential Providers.
- 7.8 Potential Providers are required to submit:
- 7.8.1 A completed Appendix D1 which contains the mandatory requirements for this programme. Each requirement must be marked "Yes" in the column headed "Does your proposal meet this requirement?"
- 7.8.2 A completed Appendix D2 which is to provide relevant company information and responses to other technical requirement and Social Value questions. This must include a written proposal within the response to Q5.3, detailing how the requirement and commercial elements will be covered.
- 7.8.4 A fully completed Pricing Submission template (Appendix E) detailing the whole cost of your proposal.

8. **TENDER EVALUATION**

- 8.1 Tender submissions will be evaluated in line with the Marking Scheme set out in Appendix D2 (Tender Questionnaire). DEFRA will assess Selected Tender Responses to the requirement as detailed below:

The Award Stage will comprise of four elements:

- An evaluation of mandatory requirements as detailed in (Appendix D1) Mandatory Criteria. This will be assessed on a **pass/fail** basis.
- An evaluation of the tender based on the further competition questionnaire (Appendix D2) which includes a requirement for a written proposal (Q5.3).
- An evaluation of the tender based on further competition presentations and scenarios (Appendix D3).
- An evaluation of the prices tendered (Appendix E)

- 8.2 This tender will be evaluated using the following weightings to obtain the optimal balance of quality and cost:

Criteria	Percentage Weightings (or rank order of importance where applicable)
Quality = 70%	<p>Stage 2a = 35% (Further Competition Questionnaire D2) The weighting is calculated:</p> <p>Q5.1 Expertise, 2.5%, Q5.2 Social Value 10% Q5.3 Proposal 17.5% Q5.4 Testing 5%</p> <p>Stage 2b = 35% (Quality Scenarios/Presentation Appendix D3)</p>
Price = 30%	30% - Pricing Schedule Appendix C3

9. STAGES

9.1 The stages of the evaluation are outlined below:

Stage	Section Reference	Evaluation Criteria	Question Scoring/Weighting (%)
Stage 1	Responses to Appendix D1 Requirement Questionnaire	This stage will be evaluated in accordance with the criteria set out in Appendix D1 - Mandatory Requirement Questionnaire.	Pass/Fail
Stage 2a	Tender: Further Competition Questionnaire	Potential Providers are required to submit a proposal to Defra on how it will deliver the requirements, and detail how Potential Providers will meet the Social Value criteria outlined in Appendix D2 (Q5.2).	Scored (35%)

Stage 2b	Tender: Response to Scenarios	<p>Potential Providers will attend an interview to outline their proposal and then be asked to respond to a series of scenarios which will be scored.</p> <p>Marks will be awarded for appropriate actions and recommendations needed to best deal with each scenario. Further information is provided in Appendix D3.</p> <p>More information will be provided following the stage 2a evaluation.</p>	Scored (35%)
Stage 3	Pricing	Prices will be evaluated in accordance with the criteria set out in the Pricing Submission Template.	Scored (30%)
Stage 4	Final score	<p>If you pass stage 1 your Tender will be taken through to stages 2 to 3 for evaluation.</p> <p>The final score is calculated as follows:</p> <p>35% is made up of the total of Stage 2a (Quality) 35% is made up of the total of Stage 2b (Scenarios) 30% is made up of the total of (Pricing)</p>	

10. SCORING QUALITY AND COST

- 10.1 For those quality elements within the Further Competition Questionnaire and the Scenario Presentation exercise marked as scored, points will be allocated to each response based on the criteria outlined below:

100	Exceptional - The response is significantly above the Authority's requirements and provides a high degree of confidence that the supplier can deliver to an exceptionally high standard.
70	Exceeds requirements - The response exceeds the Authority's requirements and provides confidence that the supplier can deliver a high standard.
50	Meets requirements - The response meets all the Authority's requirements and provides confidence that the supplier can deliver to the required standard.
20	Below requirements - The response partially meets the Authority's requirements but has weakness that does give the Authority limited confidence that the supplier will be able to deliver to the required standard.

0	Unacceptable - The response fails to meet the Authority's requirements. The response includes errors, weaknesses, inconsistencies, omissions, or general risks. The tender provides the Authority with little or no confidence that the supplier can deliver to the required standard.
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10.3 Suppliers are required to submit their bid prices in the Pricing Submission Template (Annex E). These will be recorded and evaluated.

The maximum mark available for Price will be 30%, this mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.

The calculation that will be used to determine marks is as follows:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times [30\%] \text{ (maximum mark available)}$$

11. **CONTRACT AWARD**

11.1 The Potential Provider that achieves the highest total score will be awarded the Contract.

11.3 If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider may be awarded the Contract provided that they meet the pass/fail criteria outlined in evaluation stage 1.

12. **SUPPLIER OUTCOME LETTERS AND CALL OFF CONTRACTS**

12.1 The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations.

12.2 Following a decision to award the Contract, the Authority will provide reasons for its decision in an award notification letter to all unsuccessful Tenderers

13. **TERMS OF THE FURTHER COMPETITION**

INTRODUCTION

13.1 The Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.

13.2 In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body, or association, corporate or incorporate.

CONDUCT

- 13.3 The Potential Provider agrees to abide by these Further Competition Terms and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

CONTACT AND CANVASSING DURING THE FURTHER COMPETITION

- 13.4 The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider's disqualification from this Further Competition.

COLLUSIVE BEHAVIOUR

- 13.5 The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):
- 13.6 fix or adjust any element of the Tender by agreement or arrangement with any other person;
- 13.7 communicate with any person other than the [insert Customer name] about the value, price or rates set out in the Tender; or information which would enable the precise or approximate value, price, or rates to be calculated by any other person;
- 13.8 enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
- 13.9 share, permit or disclose to another person access to any information relating to the Tender (or another Tender to which it is party) with any other person;
- 13.10 offer or agree to pay, give or does pay, give any sum or sums of money, inducement, or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,
- 13.11 except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.
- 13.12 If the Potential Provider breaches paragraph The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not), the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.
- 13.13 The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

COMPLIANCE

- 13.14 The Potential Provider agrees that in cases where their Tender is deemed noncomplaint when compared with the requirements set out within the Invitation to Tender (e.g., budget, terms, and conditions) they will be excluded from the Further Competition.

RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION, THE AUTHORITY RESERVES THE RIGHT TO:

- 13.16 to amend, clarify, add to, or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;
- 13.17 to vary any timetable or deadlines set out in the Further Competition Invitation;
- 13.18 not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited;
- 13.19 to cancel all or part of the Further Competition at any stage at any time.
- 13.20 The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

FRAMEWORK SCHEDULE 7: KEY SUB-CONTRACTORS

1. In accordance with Clause 23.1 (Appointment of Key Sub-Contractors), the Supplier is entitled to sub-contract its obligations under this Framework Agreement and any Call Off Contracts entered into pursuant to this Framework Agreement, to the Key Sub-Contractors listed below.

Details of main supplier and any relevant subsidiaries and key sub-contractors					
Supplier name	Name	Job title	Main responsibilities/ inc. authorisations	Email	Tel. No.
Sub-Contractor					

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2023-01-27

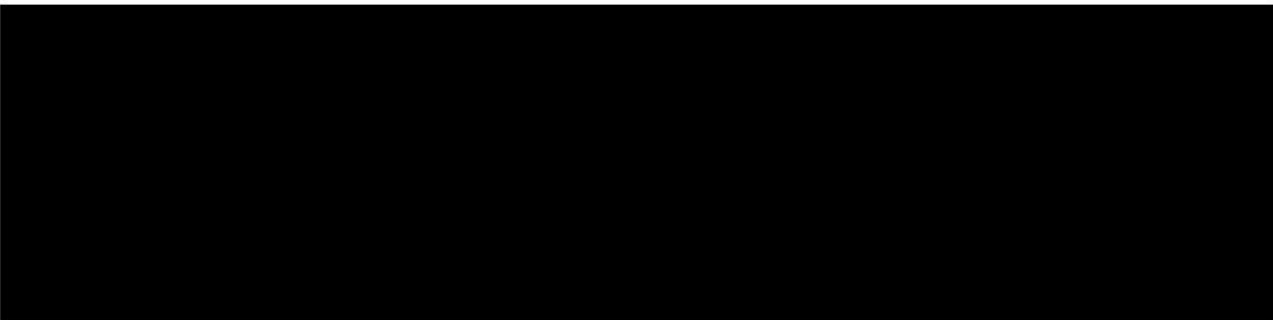
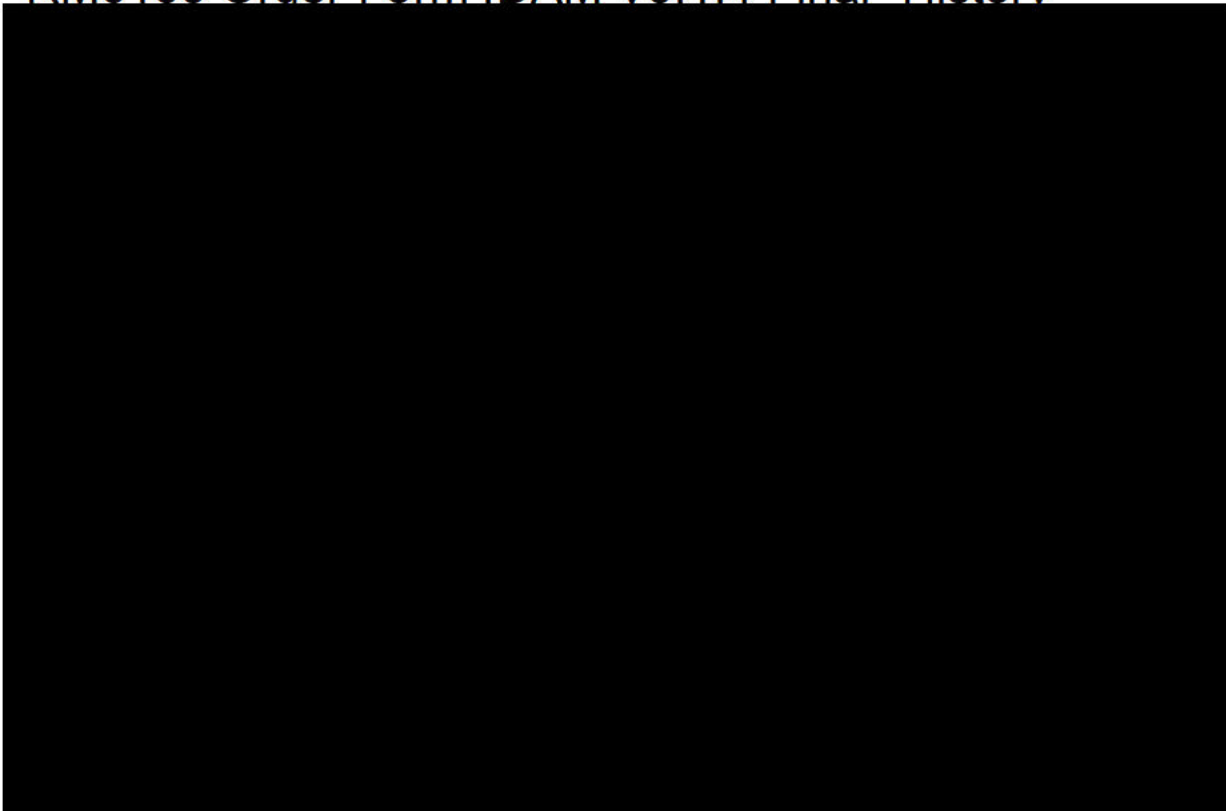
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