



Ministry
of Defence

SCHEDULE 4 –

MOBILISATION PLAN AND DEMOBILISATION PLAN

To be completed by Tenderers

Tenderers should produce a Mobilisation Plan and a Demobilisation Plan as part of their Tender in a form which can be incorporated into the draft Contract without amendment.

Tenderers shall provide two detailed documents. The Mobilisation Plan shall describe how Tenderers will mobilise their operations in order to provide the Contract Deliverables at Service Commencement Date. The Demobilisation Plan shall set out how the Tenderer plans to manage the Exit of the Contract and potential transfer to a new incoming contractor, highlighting any processes/dependencies and risks to either the Authority or Contractor.

Tenderers shall ensure that such drafting is contractualised in unambiguous and enforceable terms ensuring that all linkages to appropriate Contract Terms and Conditions and other related Schedules are addressed. Any specific definitions used in the Mobilisation and Demobilisation Plans shall be set out at the front of the Contractor's Management Plan and shall be expressed to be without prejudice to Schedule 1 (Definitions) thus:

"Without prejudice to Schedule 1 (Definitions), for the purposes of this Schedule 4, the following terms shall have the following meanings:"

Tenderers should also note that there will be no ability to negotiate upon the terms of such drafting as this procurement process is being run under the restricted procedure. Tenderers should also note that, when providing such proposed drafting, any such proposed drafting shall be limited in scope to the subject matter of the relevant schedule and shall not in any way seek to alter (whether directly or indirectly) the form, purpose or effect any of the terms and conditions of the Contract or of any other provision (including any provision outside the relevant schedule) of the Contract or otherwise alter the balance of commercial risk between the parties as reflected in any such term and condition or other contract provision.

Tenderers should also note that whilst the Mobilisation and Demobilisation Plans shall be incorporated as contractual documents, if and to the extent that its terms conflict with the clauses of the Contract or the Schedules (excluding this Schedule 4) the clauses and Schedules (excluding this Schedule 4) shall take precedence as set out in clause 2.4 of the Contract)

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SCHEDULE 4 – MOBILISATION PLAN & DEMOBILISATION PLAN

1. Definitions

1.1. As defined in Schedule 1 (Definitions).

2. Introduction

2.1 This Schedule 4 sets out the Contractor's obligations in respect of its Mobilisation of the Services and its Demobilisation from this Contract on the earlier of the Expiry Date or the Termination Date.

Mobilisation

3. Mobilisation Plan

3.1 To ensure the smooth and seamless transfer of Services from the Previous Contract to this Contract, the Contractor shall provide to the Authority a Mobilisation Plan at the Tender return date.

3.2 The Mobilisation Plan shall include but not be limited to:

Serial No	Responsibility (Tenderer or Authority)	Mobilisation Activity	Evidence Required for Acceptance
1	Tenderer	Establishment of a Mobilisation team to include point of contact and chair of mobilisation meetings	Tenderer to deliver a Mobilisation team plan
2	Tenderer	Establishment and provision of mobilisation meetings at no more than two weekly intervals	Tenderer to confirm compliance and support to meetings i.e. minute taking etc
3	Tenderer	Establishment of suitably trained staff to include training, TUPE transfer, recruitment and security provisions	Tenderer to deliver a Mobilisation team plan
4	Tenderer	Provision of communications plan to ensure all Stakeholders (as set out in Schedule 2 (Statement of Requirement)) are informed of relevant procedures and processes to include meetings, briefings and one to one interviews as appropriate	Tenderer to deliver a Communications plan
5	Tenderer	Establishment of suitable IT systems	Tenderer to demonstrate satisfactorily prior to Service Commencement Date

6	Tenderer	Establishment of 24/7 Single Point of Contact (SPOC)	Tenderer to demonstrate satisfactorily prior to Service Commencement Date
7	Tenderer	Trialling of all systems and processes in order to deliver the requirements of the Contract	Tenderer to demonstrate satisfactorily prior to Service Commencement Date
8	Tenderer	Handover from previous Contractor including transfer of data	Tenderer to outline details in Mobilisation Plan
9	Tenderer	Establishment of a Quality Management System	Supplied in accordance with Schedule 6 (Quality Management System)
10	Tenderer	Establishment of Electronic Payment Mechanism	Authority to advise during Mobilisation
11	Tenderer	Obtaining Full List X status by Service Commencement Date	Tenderer to demonstrate full List X status prior to Service Commencement Date

4. Mobilisation Programme

4.1 The Contractor shall provide, as part of the Mobilisation Plan, a Mobilisation Programme which shall allocate times to the activities to be undertaken by the Contractor during the Mobilisation Period.

4.2 The Mobilisation Programme identifies Mobilisation key milestones critical to the successful Mobilisation from the Previous Contract to this Contract.

5. Management of Mobilisation

5.1 During the Mobilisation Phase, the Contractor shall take reasonable steps to ensure that the activities undertaken as part of the Mobilisation Programme do not hinder the delivery of the Previous Contract.

5.2 The Mobilisation meeting attendees shall include the following:

- the Contractor's Mobilisation lead and at least one of the Contractor's Mobilisation team
- the Level 2 Chairman and at least one of the Authority's Level 3 Representatives
- if required, a contractor representative from the Previous Contract (invited by the Authority)

6. Mobilisation Acceptance Criteria

6.1 The following criteria shall determine if the Contractor has successfully met the minimum requirements to deliver the service (in accordance with the table at paragraph 3.2 of this Schedule).

6.2 Should the contractor fail to fully meet their mobilisation plan or the criteria listed at paragraph 3.2 of this Schedule by Service Commencement Date, the Authority will expect a comprehensive justification of service that will not be met, a mitigation plan to resolve non-delivered services. Any mitigation offered by the contractor to the Authority will not absolve the Authority's right to make deductions or retentions that may apply through non-delivery on reported KPIs.

Demobilisation

7. Demobilisation from this Contract

7.1 The Contractor shall co-operate fully with the transfer of responsibility for provision of the Services (or any part) from the Contractor to a Follow-On Contractor or to the Authority, as so directed by the Authority, upon the earlier of the Expiry Date or the Termination Date.

7.2 To provide for the possibility of a transfer to a Follow-On Contractor on the earlier of the Expiry Date or Termination Date, or the transfer back of responsibility for the Services to the Authority throughout the Contract Period, the Contractor shall maintain records in a manner suitable to facilitate such a hand-over.

7.3 The Demobilisation Plan at Annex B to this Schedule shall be provided by the Tenderer to the Authority at the Service Commencement Date and shall consist of the following (as a minimum);

Serial	Responsibility	Demobilisation Activity
1	Tenderer	Provide details as to how co-operation with the Authority and any incoming contractor, or third party, will be undertaken during the transition period, to include appropriate access to data and information relevant to the provision by the Contractor of the Services
2	Tenderer	Provide details as to how the transfer of management information from the Contractor to any incoming contractor, third party or the Authority will be undertaken
3	Tenderer	Provide confirmation that existing contracts with supply chain and/or Sub-Contractors will be terminated without cancellation charges falling to the Authority
4	Tenderer	Provide confirmation that on request the Authority will be provided with full and accurate details of all existing employees who may transfer to any incoming contractor under TUPE
5	Tenderer	Provide confirmation that no later than 12 months before the Expiry Date or upon notice of termination in accordance with the Contract terms the Contractor shall hold a steering group meeting to be attended by the Level 2 Representatives and provide details of the continued functions of the steering group during the transition period to include the revision of incomplete data and information provided in accordance with serial 1 above.
6	Tenderer	Provide details as to how the Contractor will ensure that the continuing delivery of the Contract will not be prejudiced during Demobilisation.

7	Tenderer	Provide details as to how the management and resolution of post-contract issues/disputes will be resolved

8. Demobilisation Steering Group

8.1 12 months prior to the Expiry Date, or upon notice of termination, the Contractor shall hold a Demobilisation steering group meeting as appropriate to be attended by the Level 2 Representatives, which shall be responsible for management of the transfer of the Services in accordance with the Demobilisation Plan.

9. Data and Information

9.1 Notwithstanding the provision of TUPE information required by Schedule 7 (Transfer Regulations), in accordance with the Demobilisation Plan and Terms & Conditions, the Contractor shall provide data and information relevant to the provision by the Contractor of the Services.

9.2 Where the data and information provided in accordance with paragraph 9.1 of this Schedule is incomplete, the Authority shall, through the Demobilisation steering group, request that the Contractor revise the submission where it is able to do so.

10. Contractor Support beyond Expiry Date or Termination Date

10.1 The Contractor shall continue to provide, for a period three months after the Expiry Date or the Termination Date, all reasonable assistance, guidance and information to any Follow-on Contractor or the Authority in order to facilitate a smooth Mobilisation of the Services.

ANNEX A TO SCHEDULE 4 - MOBILISATION PLAN

To be supplied by Tenderers as part of Tender Return

ANNEX B TO SCHEDULE 4 - DEMOBILISATION PLAN

To be supplied by Winning Tenderer by Service Commencement Date