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15 May 2025

Dear Sir / Madam

**Invitation to Tender Reference** **714851451**

1. Royal Navy, as part of Ministry of Defence are running a further tender competition for In-Service Capability Management ND-0439, under Crown Commercial Services framework Tech Services 3 RM6100 Lot 3b. You are invited to tender in accordance with the attached documentation.
2. The [Statement of Requirements/Specification](#Specification) details what is required.
3. The [Schedule of Requirements](#Start_SOR) / Pricing Table details what prices are required. The total budget is £9,000,000.00 (excluding VAT).

£6,800,000.00 for the Core Services in years 1, 2 and 3.

£2,200,000.00 limit of liability for any additional requirements in years 1, 2 and 3.

1. Tenders will be evaluated in accordance with the [Tender Evaluation Criteria](#Evaluation). This details how tenders will be assessed and scored for the Commercial, Financial and Technical responses in submitted tenders.
2. The resulting contract will be based on the framework Terms & Conditions, including the information provided on the [Draft Order Form](#OrderForm). As this is not a negotiated procurement, the Terms & Conditions cannot be amended following contract award.
3. You may raise questions about the tender and the requirement via the CCS eSourcing Suite. The deadline for asking questions is 29 May 2025. Please note that any questions raised, and the answers provided, may be shared with other interested suppliers.
4. Any questions about the Terms & Conditions must be raised during the questions period. Any proposed changes or any additional terms/documents that tenderers are requesting to include, must be identified in advance for Authority consideration and to ensure all tenderers are tendering on an equal basis.
5. You must submit your Tender via the CCS eSourcing Suite by 10:00 on 10 June 2025. You should allow sufficient time for submission as late tenders will not be accepted. Tender responses should answer all evaluation questions, include all completed documents and provide all requested prices.
6. The following documentation should be submitted:

* A Tenderers Response Form providing answers to all evaluation questions, the prices and signed documents.
* A completed Pricing Table.
* A copy of the email confirming the Cyber Risk level has been met.

1. The anticipated date for the contract award decision is 19 June 2025. Please note that this is an indicative date and may change.

Yours faithfully

Andy Connelly

Commercial Manager

**Contents**

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* Draft Framework Call Off Order Form
* Framework Call Off Terms & Conditions and Schedules (per CCS webpage)
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1. **Glossary**

|  |  |
| --- | --- |
| Agent | means Crown Commercial Service |
| Authority or Contracting 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 – also known as Ministry of Defence |
| Contract | means the contractually-binding terms and conditions set out in this ITT to be entered into between the Authority and the successful Tenderer at the conclusion of this Procurement; |
| eSourcing Suite | means the online tender management and administration system used by the Authority; |
| Evaluation Score | means the score achieved by a Tender at the conclusion of the Evaluation process; |
| Regulations | means the Public Contracts Regulations 2015 (<http://www.legislation.gov.uk/uksi/2015/102/contents/made> |
| Services | means the deliverables (goods and/or services) that may be provided by Suppliers, as set out in the Statement of Requirements/Specification; |
| Technical Evaluation | means the qualitative evaluation of a Tender undertaken during the Evaluation process; |
| Technical Score | means the score awarded to a Tenderer at the conclusion of the Technical Evaluation process; |
| Tender or Bid | means the Tenderer’s formal offer in response to the Invitation to Tender; |
| Tender Submission Deadline | means the time and date set for the latest uploading of Tenders. |
| Tenderer or Supplier | means a framework supplier submitting a proposal to this Procurement; |
| You or Your | means mean the tenderers organisation, or the organisation the tenderers represent |
| We, Us or Ours | means the Authority or Ministry of Defence |

1. **Introduction**
   1. This Procurement will establish a contract for the purchase of Services described in the Statement of Requirements/Specification.
   2. The resulting Contract will be for 3 years.
   3. The maximum contract value is £9,000,000.00.
   4. This resulting Contract will be between the successful Supplier and the Authority.
   5. This tender is being conducted under the Crown Commercial Service Tech Services 3 Framework Agreement (reference RM6100 - Lot 3b and it’s Terms and Conditions will govern any resultant Contract.
   6. Only those suppliers on the stated framework and lot can submit a tender in response to this requirement.
   7. The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.

1. **Terms of Participation**
   1. You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.
   2. You may Submit one bid.
   3. Your bid must remain valid for 90 days after the bid submission deadline.
   4. You must submit your bid in English and through the eSourcing Suite only.
   5. You are able to bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.
   6. We may make enquiries. For example, where you either submit a bid:

* In your own name and or as a subcontractor and or as a member of a consortium connected with a separate bid.
* In your own name which is similar to a separate bid from another bidder within your group of companies.

This is so we can be sure that your involvement doesn’t cause:

* Potential or actual conflicts of interest.
* Supplier capacity problems.
* Restrictions or distortions in competition.
  1. We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.
  2. Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.
  3. You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:
* Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.
* Canvass our staff or advisors about this competition.
* Try to get information from any of our and/or Contracting Authority staff or advisors about another bidder or bid.
  1. You must ensure that no conflicts of interest exist between you and us / Contracting Authority. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.
  2. You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to submit a bid or comply with a legal obligation.
  3. You must not publicise the deliverables or the award of any contract unless the Contracting Authority has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.
  4. We reserve the right to:
* Waive or change the requirements of this Bid Pack without notice.
* Verify information, seek clarification or require evidence or further information about your bid
* Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
* Choose not to award any contract or Lot as a result of the competition.
* Choose to award different Lots at different times.
* Make any changes to the timetable, structure or content of the competition.
  1. We reserve the right to exclude you if:
* You submit a non-compliant bid.
* Your bid contains false or misleading information.
* You fail to tell us of any change in the contracting arrangements between bid submission and award.
* You fix or adjust any element of the Tender by agreement or arrangement with any other person.
* The change in the contracting arrangements would result in a breach of procurement law.
* For any other reason provided in this Bid Pack.
* For any reason set out in the Public Contracts Regulations 2015.
  1. If a misrepresentation by you induces the Contracting Authority to enter into a contract with you, you may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015 or sued by the Contracting Authority for damages, the Contracting Authority may rescind the contract under the Misrepresentation Act 1967.
  2. If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
  3. If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to self-cleaning).
  4. We will not pay your bid costs for any reason.
  5. The Contracting Authority will not be liable:
* Where parts of the Bid Pack are not accurate, adequate or complete.
* For any written or verbal communications.
  1. You must carry out your own due diligence and rely on your own enquiries.
  2. This Bid Pack is not a commitment by the Contracting Authority to enter into a contract.
  3. The Bid Pack remains our property. You must use the Bid Pack only for this competition.
  4. You allow us to copy, amend and reproduce your bid so we can:
* Run the competition.
* Comply with law and guidance.
* Carry out our business.
  1. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.
  2. We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

1. **Further Competition Timetable**
   1. The timetable below are intended timelines but, for a range of reasons, dates can change. We will tell you if and when timelines change.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Invitation to Tenderers Conference | Not Applicable to this procurement |  |  |
| Date for confirmation of attendance at Tenderers Conference | Not Applicable to this procurement |  |  |
| Final date for  Clarification Questions | 29 May 2025 | Tenderers | CCS eSourcing Suite |
| Final Date for Requests for Extension to return date | 5 June 2025 | Tenderers | CCS eSourcing Suite |
| Authority issues Final Clarification Answers | 5 June 2025 | Authority | All Tenderers |
| Tender Return | 10 June 2025 | Tenderers | CCS eSourcing Suite |
| Tender Evaluation Commences | 11 June 2025 | Authority | N/A |

1. **Completing and Submitting a Tender**
   1. To participate in this competitive tendering exercise, Tenderers are required to submit a Tender which fully complies with the instructions in this Bid Pack.
   2. Your bid must be made by the organisation that will be responsible for providing the deliverables if your bid is successful.
   3. You must enter your bid into the e-Sourcing Suite. Only bids received through the e-Sourcing Suite will be accepted.
   4. Make sure you answer every question. Each question must be answered in its own right. You must not answer any of the questions by cross referencing other questions or other materials e.g. reports located on your website.
   5. Tenderers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.
   6. It is the Tenderer’s responsibility to ensure that a fully compliant Tender is submitted.
   7. Tenderers must ensure that they are using the latest versions of this document, as the documentation may be updated from time to time.
   8. For technical guidance on how to complete questions and text fields, and how to upload any requested attachments please see CCS Supplier Guidance <https://crowncommercialservice.bravosolution.co.uk/web/login.html>
   9. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

* 1. Submit your bid before the Bid Submission Deadline.

1. **Questions and Clarifications**
   1. If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions. This gives you the chance to check that you understand everything before you submit your bid.
   2. You need to send your questions through the eSourcing Suite. This is the only way we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.
   3. If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.
   4. You can ask us questions about the competition but please do not attempt to ‘negotiate’ the terms. All contract awards will be subject to the terms and conditions identified in this Tender.
   5. The Authority reserves the right to contact Tenderers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response.
2. **Tender Evaluation Summary**
   1. The Tender evaluation will assess the Most Economically Advantageous Tender (MEAT) to The Authority based on the following calculation:

Highest Total Evaluation Score from the following evaluation elements:

Commercial Qualification – Pass/Fail only and not included in the total Evaluation Score.

Financial Price Score – Worth 50% of the total Evaluation Score.

Technical Quality Score (including Social Value) – Worth 50% of the total Evaluation Score.

* 1. The Technical Score will be added to the Financial Score to determine the “Evaluation Score” for each Tenderer. This will be calculated on a Technical/Financial split of 50%/50%.

*Example calculation, for information purposes only and based on financial score worth 50% and technical score worth 50% - figures for this procurement may differ.*

*In this example, Tenderer B has the highest total evaluation score and is the winning tenderer.*

|  |  |  |  |
| --- | --- | --- | --- |
| *Tenderer* | *Technical Score*  *(maximum 50)* | *Financial Score*  *(maximum 50)* | *Evaluation Score*  *(maximum 100)* |
| *Tenderer A* | *35* | *50* | *85* |
| *Tenderer B* | *45* | *45* | *90* |
| *Tenderer C* | *40* | *25* | *65* |

* 1. Any Tender which is considered non-compliant for any Commercial, Financial or Technical element or criteria will be excluded from the competition and not receive an Evaluation Score. If a tender is considered non-compliant in either the Commercial or Financial evaluations that tender may be excluded from the Technical evaluations and not receive any Technical scores or feedback.
  2. Scores will be rounded to two decimal places.
  3. In the event that multiple Tenderers achieve the exact same highest Evaluation Score, then the Tenderer with the lowest Total Price will be considered to be the Winning Tenderer. In the event that multiple Tenderers achieve the exact same highest Evaluation Score and have the exact same lowest Total Price, then The Authority reserves the right to request those, and only those, Tenderers to submit final and best Total Prices, with the lowest final and best Total Price considered to be the Winning Tenderer.
  4. Tenderers must provide relevant answers and documentation in response to all commercial qualification, financial and technical criteria/questions and submit everything through the Portal. Responses must remain as concise as possible and any supporting information must be relevant to the response. Any information which does not relate directly to the evaluation, including marketing material, will not be evaluated. Hyperlinks to documents or references to websites must not be used, unless these have been requested.
  5. Tenders will be evaluated based on the contents of their Tender response only.
  6. Tenderers should submit only one priced proposal. Where more than one price or set of prices is submitted, only the first submitted priced proposal will be accepted.
  7. Technical Evaluation will be undertaken independently from Commercial and Financial Evaluations. Tenderers must ensure that there are no prices shown within any technical criteria responses or supporting documents.
  8. Should any exclusions, assumptions, dependencies or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these must be clearly indicated in the relevant areas of the Tender.

1. **Commercial Qualification Evaluation Criteria**
   1. The Commercial Qualification Evaluation will assess if all tendering and contractual requirements have been provided.
   2. A Tender will be considered non-compliant if:

* the Tender was not received by the due date and time.
* the full set of requirements cannot be delivered.
* any required delivery dates cannot be met.
* all Framework Terms & Conditions and have not been accepted.
* all required MOD Terms & Conditions and have not been accepted.
* any of the required documentation was not submitted.
* any prices have been included in the technical responses and the Authority considers that this has affected the evaluation process.
* more than one proposal has been submitted and the Authority considers that this has affected the evaluation process.
* the Social Value Commitments form does not include at least one commitment for each of the three Social Value criteria/themes.
  1. The Authority reserves the right to undertake due diligence checks and/or financial health checks of Tenderers as part of the Commercial Evaluation. If any of these checks raises concerns around the Tenderer or If a Parent Company or Bank guarantee is requested and is not provided, The Authority will consider the Tenderer non-compliant. If these checks are undertaken on the Winning Supplier during the standstill period prior to formal contract award, the Authority reserves the right to award the Contract to the next best placed Supplier or to cancel or re-run the procurement.

**9. Financial Price Evaluation Criteria**

* 1. The Financial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirements/Specification.
  2. Tenderers shall complete each Rates tab on the Pricing Table spreadsheet. Tenderer’s shall enter the day rates for each area for years 1, 2 and 3. Tenderer’s entries shall only be made in the yellow highlighted boxes. All other boxes and calculations must not be amended.
  3. For the core services, indicative roles and numbers of days required for the services have been pre-populated but Tenderers should not feel bound by these figures and they are illustrative only. As this is an outcome based requirement, Tenderer’s are allowed to change these roles, SFIA levels and number of days, to reflect the manner in which they intend to deliver the Service utilising their solution. If roles are not required they can be deleted and additional roles can be added if required. This will calculate the Tenderer’s total price for delivering those core services.
  4. Although the technical evaluators will not see tenderer's prices, they will be able to see the number of personnel tenderers are intending to use to deliver the core services and will be able to assess if the tenderer has fully understood each service and the type/number of personnel that would be required to deliver them, which they will take this into account when completing technical evaluations. If Tenderers change any of the indicative roles, they must ensure that their proposed teams are sufficient to deliver all the required services and that the tender submission evidences this.
  5. For the potential additional services (Time & Materials), specific roles have been pre-populated in the ‘Additional T&M Rates’ tab. The role titles and SFIA are indicative only for the purposes of tender pricing evaluation and shall not be a guarantee of additional services under the Contract. The day rates must be consistent with the day rates utilised in the core service tabs. Clarificatory wording confirming the comparable role titles used by the Tenderer, if different elsewhere in the submission, can be set out in the Tenderer’s Comments tab.
  6. Where estimated T&M usage figures are requested, the Total Price figure shall not be a guarantee of quantities required or payments to be made under any resulting Contract. The quantity of each role and rate card is for evaluation purposes only and, whilst this may give an indication of what may be required, quantities required under the contract may be higher or lower based on Authority requirements during the contract period. The contract value will include a limit of liability under which the Authority shall be entitled to request additional services at the rates set.
  7. Any resource required for implementation should be detailed within the relevant tab. This will be included within the total price calculated to deliver the Core Services.
  8. Tenderers day rates and total yearly prices provided for the core services will be incorporated into the contract as firm prices and Tenderers will be required to deliver all the core services for the prices stated.
  9. Time & Materials day rates will be incorporated into the contact as the prices to be used if the Authority request delivery of any additional services. These rate cards will only be used for additional services or requirements above the core services already detailed.
  10. The Total Price figure that will be used in the evaluation of Tenders shall be the total figure that is calculated from the prices Tenderers have provided for each item listed in the Pricing Table calculations tab.
  11. A Tender will be considered non-compliant if:
* the Total Price for Core Services for years 1, 2 and 3 is greater than the Core Services funding of £6,800,000.00.
* the Tender does not indicate a Total Price.
* The prices included in the tender are not Firm Prices.
* the Tender has not provided prices for all items in the Pricing Table.
* the Tender requires the Authority to provide additional resource (other than any identified in the Statement of Requirements), therefore the pricing does not cover all requirements.
* the Tenderer has amended the calculations (highlighted yellow) within the Pricing Table.

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* 1. The Tenderer with the lowest total price from the Pricing Table calculation (provided the tender is fully compliant) shall be awarded the maximum Financial Price Score available. The remaining Tenderers shall be awarded a percentage of the maximum Financial Price Score available, based on their price relative to the lowest price submitted.
  2. The calculation used is the following:

Lowest Price from a compliant Tender x maximum Financial Score available

Tenderers price

*Example calculation, for information purposes only - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Price Submitted*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Financial Score Awarded*** |
| *Tenderer A* | *£1,000* | *(£1,000 / £1,000) x 50* | *50* | *50* |
| *Tenderer B* | *£1,100* | *(£1,000 / £1,100) x 50* | *50* | *45* |
| *Tenderer C* | *£2,000* | *(£1,000 / £2,000) x 50* | *50* | *25* |

1. **Technical Quality Evaluation Criteria**
   1. The Technical Evaluation will assess the Tender response to establish the level of confidence The Authority has that the Tenderer will be able meet and deliver all the requirements detailed in the Statement of Requirements/Specification.
   2. The points achieved will be multiplied by the corresponding weighting to provide an overall criteria mark.
   3. When the mark for each question has been determined they will be added together to provide a total mark for the Technical Evaluation.
   4. The evaluators are considered to be Subject Matter Experts (SME) on the Statement of Requirements/Specification. If an individual criteria is evaluated by more than the one SME, The Authority will review the points allocated by the individual evaluators before facilitating a group consensus meeting. During the meeting, evaluators will discuss their independent points until they reach a consensus regarding the points that should be attributed to each Tenderers answer to the questions.
   5. The answer to each technical criteria should be no more than the stated word count, as detailed in the below table. Images/diagrams will not be included in the word count provided they are for illustrative/reference purposes, are relevant and are clearly referenced in the written response.
   6. Evaluators will assess each question individually and will not be expected to search for answers. Where a Tenderers answer to any technical criteria question is covered within a separately attached document, the text answer to that criteria question must clearly indicate the relevant part of the supporting document in which the answer can be found. Any documents that have not been referenced will be discounted during evaluation.
   7. Once all technical responses have been evaluated the individual marks attributed to each response, excluding any pass/fail criteria, will be added together to provide a total Technical Mark.
   8. A Tender will be considered non-compliant if:

* the Tender receives a fail on any pass/fail criteria.
* the Tenderer has self-certified that that they cannot meet any of individual pass/fail criteria.
* the Tender receives points which are below the threshold set for any individual criteria.
* the Tender receives a Total Technical Score below 60.
* the Tender receives a score of 0 on more than one of the three social value MAC criteria.
  1. The Technical evaluation questions/criteria that Tenderers should address within their Tender are:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Figure** | **Criteria** | **Points Available** | **Minimum Threshold** | **Weight** | **Score Available** | **Word Count** |
| 1 | Explain how you will deliver the Function 1 service requirements and your proposed operational structure for this. Where applicable, this should include how you will utilise any relevant experience and should refer to any relevant sections within your attached Delivery Plan. | 0, 30, 70 or 100 | 70 | 15% | 15 | 900 |
| 2 | Explain how you will deliver the Function 2 service requirements and your proposed operational structure for this. Where applicable, this should include how you will utilise any relevant experience and should refer to any relevant sections within your attached Delivery Plan. | 0, 30, 70 or 100 | 70 | 15% | 15 | 900 |
| 3 | Explain how you will deliver the Function 3 service requirements and your proposed operational structure for this. Where applicable, this should include how you will utilise any relevant experience and should refer to any relevant sections within your attached Delivery Plan. | 0, 30, 70 or 100 | 70 | 15% | 15 | 900 |
| 4 | Explain how you will deliver the Function 4 service requirements and your proposed operational structure for this. Where applicable, this should include how you will utilise any relevant experience and should refer to any relevant sections within your attached Delivery Plan. | 0, 30, 70 or 100 | 70 | 10% | 15 | 900 |
| 5 | Explain how you will utilise any relevant experience of providing services using registered Chartered Engineers to deliver a service outcome. | 0, 30, 70 or 100 | 30 | 5% | 5 | 200 |
| 6 | Explain how you will utilise any relevant experience of delivering services to support in service capability management, specifically within the maritime environment. | 0, 30, 70 or 100 | 30 | 10% | 10 | 500 |
| 7 | Explain how you will utilise any relevant experience of maritime digital and ICT installation, commissioning, assurance and acceptance and the related engineering and information compliance activities. | 0, 30, 70 or 100 | 30 | 10% | 10 | 500 |
| 8 | Explain how you will utilise any relevant experience of delivering project and programme management to recognised standards. | 0, 30, 70 or 100 | 30 | 5% | 5 | 300 |
| 9 | Explain how you plan to represent RN/Maritime digital capability requirements into MoD Joint and Single Service programme/project boards to ensure enterprise level digital solutions meet Maritime specific platform requirements. | 0, 30, 70 or 100 | 30 | 5% | 5 | 350 |
| 10 | MAC2.3 - Explain how you will Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications | 0, 30, 70 or 100 | 30 | 5% | 5 | 500 |
| 11 | MAC4.2 - Explain how you will Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement | 0, 30, 70 or 100 | 30 | 2.5% | 2.5 | 500 |
| 12 | MAC6.1 - Explain how you will Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce | 0, 30, 70 or 100 | 30 | 2.5% | 2.5 | 500 |
|  |  |  |  | 100% | 100 | 6950 |

* 1. The response to each criteria will be given points in accordance with the table below:

Criteria 1 to 9 will be scored in accordance with the following:

|  |  |  |  |
| --- | --- | --- | --- |
| 100 – High Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 70 – Good Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 30 – Moderate Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: | 0 – Low Confidence  In The Authority’s opinion the Tenderers response to the requirements or criteria being assessed: |
| addresses and demonstrates a thorough understanding of all elements of the requirement or criteria, where applicable. | addresses and demonstrates a sufficient understanding of most of the requirement or criteria, where applicable. | addresses and demonstrates an understanding of some of the elements of the requirement or criteria, where applicable. | does not address or demonstrate an understanding of most or all of the requirement or criteria, where applicable. |
| provides a comprehensive, unambiguous and thorough explanation of how all of the requirement or criteria will be delivered, where applicable. | provides sufficient detail and explanation of how most of the requirement or criteria will be delivered, where applicable. | is weak in some areas and does not fully detail or explain how some elements of the requirement or criteria will be delivered, where applicable. | does not demonstrate the ability to deliver most or all of the requirement or criteria, where applicable. |
| details a thorough explanation of how the full volumes and timescales of the requirement or criteria will be met, where applicable. | shows sufficient ability to meet most of the volumes and timescales for the requirement or criteria, where applicable. | indicates that some of the volumes or timescales for the requirement or criteria will be met but may be lacking detail is some areas, where applicable. | does not show that most or all of the volumes or timescales of the requirement or criteria will be met, where applicable. |
| provides comprehensive details showing how all of the requirement or criteria will be managed with sufficient resource allocated and support provided for the full duration, where applicable. | provides sufficient information to show how most of the requirement or criteria will be managed with adequate resource allocated and support provided, where applicable. | provides details of how some of the requirement or criteria will be managed but leaves concerns about the resource and support provided, where applicable.  . | does not provide details of how most or all of the requirement or criteria will be managed or that the required resource and support will be provided, where applicable. |
| comprehensively details how the requirement or criteria will be assured and how all quality or standards expected will be met in full, where applicable. | sufficiently details how most of the requirement or criteria will be assured and quality or standards expected will be met, where applicable. | provides details of how some of the requirement or criteria will be assured but leaves doubt about quality or standards, where applicable. | does not demonstrate that most or all of the required standards or quality will be met, where applicable. |
| has comprehensively considered risks to delivery of the requirement or criteria and thoroughly explained how they will be eliminated or mitigated, where applicable. | has considered risks to delivery of the requirement or criteria and adequately indicated how most will be eliminated or mitigated, where applicable. | has considered risks to some of the requirement or criteria but leaves concerns that there are risks that have not been considered or may not be mitigated, where applicable. | has identified and addressed few or no risks to delivery, where applicable. |

* 1. Social Value Overview (for criteria 10-12)

Social value has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers’ money.

As a result, the Social Value Model (SVM) has been created which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The SVM MACs are questions which relate to Social Value. The use of the SVM is mandatory in all central government procurements using Public Contracts Regulations (PCR) 2015 and Defence and Security Public Contracts Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

Defence is focusing on three, out of the five, priority Social Value themes that are most relevant for Defence:

* Tackling economic inequality.
* Fighting climate change; and
* Equal opportunity.

The Social Value Scoring Criteria is listed below. Please use this and the information provided within the SVM to compile your responses to the SVM MAC and Model Evaluation Question (MEQ) asked. In compiling your answer, please refer to the SVM Quick Reference Table. Under Model Response Guidance for tenderers and evaluators examples of types of evidence the tender evaluators are looking for can be found.

Alongside the Example Reporting Metrics, Social Value Key Performance Indicators (KPIs) may be used within this contract. KPIs will be generated from the Tenderer’s social value response it is therefore important that measurable commits are included in the response (both commitments against the reporting metrics and other metrics as may be appropriate. KPIs may be agreed between the parties and included in the contract at Contract Award.

The aim of the following SVM MACs is to understand the Tenderers Social Value Commitment that this procurement programme will provide within the geographical location(s) that is will be delivered from.

In your written response you should provide convincing arguments, including suitable evidence, of What your understanding of Social Value is, in relation to this procurement, and How you will instil confidence in the Authority in your ability to deliver against the Social Value requirements for this procurement.

A list of some of the key response documents that the Authority would expect you to provide are provided below. However, within the overall limit of pages you should supplement your written submission with other documents you consider will build confidence in your ability to maximise Social Value Commitments.

From the information that you provide, the evaluators will assess, qualitatively, your response, based on the information that you provide within your tender response.

Alongside their Commitments against the reporting metrics, the successful Tenderer’s method statement will form the basis of Key Performance Indicators and jointly managed throughout the life of the contract.

The Tenderers must ensure that they answer the SVM MACs asked. Any additional information which is not specific to the contract being procured will not be considered.

The Tenderers responses are to set out the additional Social Value benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

Using a maximum of 750 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include:

* your ‘Method Statement,’ stating how you will achieve this and how your commitment meets the SVM Model Award Criteria (MAC), and
* a timed project plan and process, including how you will implement your commitment and by when
* how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

· timed action plan

· use of metrics

· tools/processes used to gather data

· reporting

· feedback and improvement

· transparency

* how you will influence your: staff, supply chains, 3rd party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

In complying your answer, please refer to the Social Value Model Quick Reference Table, under Model Response Guidance for tenderers and evaluators for examples of types of evidence the tender evaluators are looking for: The written submission should be in 11pt Arial to meet the response requirement.

For this procurement, the following SVM MAC have been selected as being appropriate.

|  |  |  |
| --- | --- | --- |
| **Model Award Criteria** | **Model Response Guidance for tenderers and evaluators**  *The award criteria (left) and sub-criteria (below) will be used to evaluate the response* | **Example Reporting Metrics**  *(proposals to be included in tender response)* |
| **Theme 2: Tackling economic inequality: Policy Outcome: Increase supply chain resilience and capacity** | | |
| MAC 2.3: Education and training | Activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of employment and skills issues, and of the education and training issues relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups underrepresented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.  ● Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.  ● Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering.  ● Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract. | ● Number of apprenticeship opportunities created or retained under the contract.  ● Number of training opportunities created or retained under the contract, other than apprentices.  ● Number of people-hours of learning interventions delivered under the contract. |
| **Theme 3: Fighting Climate Change: Policy Outcome: Effective stewardship of the environment** | | |
| MAC 4.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement. | Activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement.  ● Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it.  Illustrative examples:   * Engagement to raise awareness of the benefits of the environmental opportunities identified. ○ Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives. * Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. * Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. * Volunteering opportunities for the contract workforce, e.g. undertaking activities that encourage direct positive impact. | Number of people-hours spent protecting and improving the environment under the contract. |
| **Theme 4: Equal opportunity: Policy Outcome: Tackle workforce inequality** | | |
| MAC 6.1 Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce | Activities that demonstrate and describe the tenderer’s existing or planned:  ● Understanding of the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer’s own organisation and those of its key sub-contractors.  ● Measures to tackle inequality in employment, skills and pay in the contract workforce. Illustrative examples:   * Inclusive and accessible recruitment practices, and retention-focussed activities. * Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships. * Working conditions which promote an inclusive working environment and promote retention and progression. * Demonstrating how working conditions promote an inclusive working environment and promote retention and progression. * A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level. * Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions. * Using skill-based assessment tasks in recruitment. * Using structured interviews for recruitment and promotions. * Introducing transparency to promotion, pay and reward processes. * Positive action schemes in place to address under-representation in certain pay grades. * Jobs at all levels open to flexible working from day one for all workers. * Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics. * Regular equal pay audits conducted | Total number/percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce    Total number/percentage of people from groups under-represented in the workforce on apprenticeship schemes / other training schemes under the contract, as a proportion of the all people on apprenticeship schemes/ other training schemes within the contract workforce |

Further Social Value Guidance can be found:

a) Social Value Model (SVM), Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

b) Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf>

c) Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20 <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940828/Social-Value-Model-Quick-Reference-Table-Edn-1.1-3-Dec-20.pdf>

* 1. Tenderers ‘Technical Score’ shall be calculated as a percentage of the maximum Technical Score available, based of the total Technical Marks received.

The calculation used is the following:

Tenderers Total Marks x maximum Technical Score available

Total Marks Available

*Example calculation, for information purposes only and based on maximum Financial score of 50% and Technical score of 50% - figures for this procurement may differ.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Tenderer*** | ***Total Marks*** | ***Score Calculation*** | ***Maximum Score Available*** | ***Technical Score Awarded*** |
| *Tenderer A* | *70* | *(70 / 100) x 50* | *50* | *35* |
| *Tenderer B* | *90* | *(90 / 100) x 50* | *50* | *45* |
| *Tenderer C* | *80* | *(80 / 100) x 50* | *50* | *40* |

1. **Award Decision**
   1. Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tenderer which offers the most economically advantageous Tender may be awarded a Contract.
   2. The Tender which receives the highest Evaluation Score, which is calculated as the highest combined Technical Evaluation Score and Financial Evaluation Score (provided the tender is considered fully compliant in all evaluation areas) shall be considered the most economically advantageous Tender.

1. **Other Information**

12.1 Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:

a. contain any Russian/Belarussian products and / or services; and/or

b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and / or

(2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor’s supply chain, does not contain any Russian/Belarusian products and/or services.

Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

**Contract Documents**

Any contract resulting from this tender will be formed from the CCS Framework Order Form, Terms & Conditions and associated Schedules, including the Statement of Requirements/Specification and Pricing Table, incorporating prices submitted by the Winning Tenderer.

If, following the contract award decision, the Winning Tenderer does not agree to the Contract terms and sign the contract within 10 working days of issue (when the Contract has been drafted in accordance with the terms and information provided in this tender), the Authority reserves the right to terminate that contract award decision and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

If the Winning Tenderer enters into the contract but is unable to deliver the requirements, the Authority reserves the right to terminate that Contract and award the Contract to the next best placed Tenderer or to cancel or re-run the procurement.

**IR35**

IR35 off payroll working rules are not expected to apply to this requirement as this is considered to be a fully outsourced.

**Modern Slavery**

A Modern Slavery Assessment has been raised and the risk is considered to be Very Low.

**TUPE**

Applicability Of TUPE

1. Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), as amended and /or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006, as amended from time to time. The Authority would be neither transferor nor transferee of the employees in the circumstances of any contract awarded as a result of this invitation and it is your responsibility to consider whether or not TUPE applies to this re-let and to tender accordingly. Notwithstanding this, you will wish to note that it is the Authority's view that TUPE is unlikely to be applicable if this Invitation to Tender results in a Contract being placed as the incumbent contractor has advised that there is no organised grouping of employees carrying out the services, although the Authority shall not be liable for the opinion expressed above.

2. It remains your responsibility to ensure that your tender takes full account of all the relevant circumstances of this contract re-let and tender accordingly. You are required to confirm when responding that you will not make any claim or demand or take any actions or proceedings against the Authority (nor seek to avoid any contract or seek any amendment to a contract placed with the contractor by the Authority) arising from or relating to the provision of the information, whether or not you are awarded a contract as a result of this Invitation to Tender. Failure to provide clear and unequivocal confirmation may result in your tender being deemed non-compliant.

**Cyber Risk**

A Cyber Risk Assessment has been raised and the profile is Low. The reference is RAR-241023A04.

A Supplier Assurance Questionnaire does need to be completed.

Where a Supplier Assurance Questionnaire needs to be completed, Tenderers must complete and email this to [UKStratComDD-CyDR-DCPP@mod.gov.uk](mailto:UKStratComDD-CyDR-DCPP@mod.gov.uk) who will confirm cyber risk compliance. A copy of the completed questionnaire and the compliance email should then be included as part of the tender submission.

If a Tenderers Supplier Assurance Questionnaire score does not meet the level set in the Cyber Risk Assessment, this does not prevent submission of a Tender. In those circumstances, a Cyber Implementation Plan should be completed as part of the tender submission, to demonstrate what actions will be taken to meet the required Cyber Risk level. Provided the actions and timescales were considered acceptable to The Authority, the Cyber Implementation Plan would then be included as a requirement in any resulting Contract.

Guidance of Cyber Implementations Plans can be found online at <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1126692/20221219-CIP_Guidance.pdf>

**Statement of Requirements/Specification**

**Introduction**

1. Navy Digital is responsible for ensuring that the systems, capabilities, and services across the breadth of its Maritime C4[[1]](#footnote-1) portfolio remain safe, secure, available, capable and supported across all Defence Lines of Development[[2]](#footnote-2). In line with the revised Navy Command Operating Model and Royal Navy (RN) Transformation, Navy Digital has embraced the ‘whole-force’ concept as part of its capability support and delivery strategy, blending Military and MOD civilian personnel with contracted specialist technical services. Under this approach, in accordance with the HQ review and transformation, the C4 In-Service Capability Management outcomes being delivered by Navy Digital are now dependent on contracted technical support. This ISCM *service* provides Navy Digital with access to specialists that are suitably qualified and experienced (SQEP) across a wide-spectrum of the C4 portfolio.
2. Without this service Navy Digital would not be able to deliver the In-Service Capability Management (ISCM) outcomes necessary to support the generation and delivery of ships, submarines, naval aviation, RM and other RN/RM force elements. This would ultimately lead to significant C4 capability shortfalls that would directly impact the Royal Navy’s ability to deliver operational tasking in accordance with defined Defence Tasks as defined within the Command Plan. Hence, the provision of a ‘*service’* that provides continuity to the delivery of Maritime C4 capability outputs and outcomes is a critical requirement.  The ‘*service’* will deliver ISCM[[3]](#footnote-3) across Navy Digital’s C4 portfolio to support current, legacy and emerging maritime C4 capabilities. The service must be agile and flexible to ensure that it can respond to the changing and evolving operational needs of the Royal Navy.

**Requirement & Deliverables**

1. This capability management service is required to support Maritime C4 activities as described further in this SoR. The requirement is to deliver the following functional outcomes:

1. In-Service Capability Management (ISCM).

* 1. Transition New Capability into ISCM.
  2. Project Management support.
  3. ‘Service’ Management.

**Delivery phase(s):**

1. This requirement is principally for the delivery and sustainment of live operational services, noting that in supporting this requirement there is a need to include transition into live-service and also contract management.

**Overview of Requirement:**

1. The ‘service’ will deliver ISCM across Navy Digital’s C4 portfolio to support current, legacy, and emerging maritime C4 capabilities. The service must be flexible and agile to support the changing RN needs. The provision of the service is in-line with the Navy Command transformation plan and complies with the Royal Navy’s Digital Strategy and whole force approach.
2. ISCM is the strategic co-ordination of all Defence Lines of Development (DLODs) to sustain and enhance Force Elements at agreed levels of readiness and mission performance throughout their in-service lives.  These Force Elements must be ready and available for Force Generation when and where needed to meet operational commitments and contingency plans. Navy Digital is responsible for delivering the Maritime C4 capability outcomes that enable this. The requirement of this service is to deliver C4 ISCM on behalf of Navy Digital.

**Outcome Description:**

**Function 1 - Provide In-Service Capability Management (ISCM) Service Outcomes**

1. The primary requirement for this outcome is the provision of ISCM across a defined suite of C4 capabilities that Navy Digital is responsible for delivering, (as defined below).
2. The following activities are to be undertaken, during delivery of ISCM activities, within the concept of Through Life Management. The contractor will have access to MOD’s Knowledge in Defence (KiD) portal which will provide relevant procedures and guidance.

1. **Whole life outlook**. Starting from the point that Capability Sponsor identifies the capability gap and continuing up to the point of final disposal.
2. **Whole life system outlook**. Taking a system engineering approach. Including the integration of all Defence Lines of Development (DLoD) as well as the management of all component systems and equipment which together deliver a capability.
3. **Whole life costs**. Managing the whole life costs of the capability ensuring that our investment decisions take full account of all the longer-term implications of acquisition, in terms of operating, supporting, maintaining and finally disposing of equipment.
4. **Involvement of Stakeholders**. Proactive involvement of stakeholders throughout the process. Being realistic about what can be affordably achieved and agreeing this with the customers and other stakeholders.
5. **Through Life Management Plans (TLMPs)**. Having a realistic, costed, whole life plan and maintaining this throughout the lifecycle.
6. **Better informed decision making**. Better informed decision making, using the TLMP.
7. **Delivery Team (DT) and stakeholder processes**. Building all these characteristics into DT and stakeholder processes and working practices.

1. The ‘service’ is to deliver ISCM and associated governance as detailed in paragraph 8, for the capabilities described below. This shall be in accordance with policy and guidance provided in KiD. This is to ensure the ongoing delivery of current capabilities, obsolescence management, risk management/mitigation and change management in line with endorsed TLMPs and within approved funding profiles.

|  |  |
| --- | --- |
| **Capability** | **Equipment / Service** |
| Above Secret C2 | Labyrinth Integrated Systems (LIS) |
| HoneyStone |
| Joint Cross Domain Exchange (JCDX) |
| AS Standalone Laptops |
| Secret C2 | Legacy Command & Control (LC2) |
| OpNet (Red) |
| NSWAN (inc IP variant) |
| CENTRIXS CNFC, CMFP, MLEC & SAFE |
| Multi-Domain Mission Support System (MDMSS) |
| OpNet Blue (Legacy Blue Sustain) |
| OpNet Blue (Maritime) |
| Mission Secret (anything not covered in the Secret C2 capabilities above) |
| Cryptographic | BID Series Equipment |
| KIK20 / KIV-7M / KY100 / KYV-5 |
| Crypto Fill Devices |
| LKMS |
| DMD Laptop |
| DMU |
| BRENT |
| High Grade Messaging | NMTR |
| DUSCS |
| MPS |
| NAMC |
| TRAMHS |
| BEDERAL |
| DRUMMER |
| IMT |
| NSTN |
| Official-Sensitive IS | OpNET Black |
| DII(Maritime Deployed) |
| Internal Comms | CCMS |
| ICS 25 |
| FICS (includes HGM capability) |
| External Comms | External Communications/SATCOM co-ordination ‘service’ |
| Global Maritime Distress Safety System (GMDSS) |
| VCR |
| 1207 / QCD |
| Airwave |
| UHF SATCOM |
| Military Satellite Communications (MilSat) inc. bandwidth change management |
| Commercial Satellite Communications (COMSAT) inc. bandwidth change management |
| Project LEO (Linked to the COMSAT ISCM entry above) |
| KMY/KRS |
| 4KMA |
| HF management including spectrum management |
| Bowman system management |
| Maritime Multi Media (MMM) |
| Ship-Alongside (SAS) (Linked to MMM ISCM entry above) |
| Portable VHF/UHF radios |
| Tac VTC |
| Maritime Domain Understand Situational Awareness (MDUSA) |
| Tactical Data Links | Link 11 |
| Link 16 CM |
| Link 16 SAC |
| STDL(E) (JREAP-C) |

**Function 2 - Transition Capability from Develop to In-Service**

1. Maritime C4 capability continues to evolve and develop; hence these changes need to be managed through the transition from the Develop and Acquisition areas through to ISCM. The ‘service’ the contractor will deliver, is to provide the necessary support and outputs that enable new / developed capabilities to be integrated into ships and submarines. This process is to be managed in accordance with KiD and Portfolio (P3M) principles as this contributes to Navy Digital ensuring associated project milestones are met, DLOD coverage is complete, and any risk/issue associated to performance, cost or resource is appropriately captured and reported. There is a need to have experience of the complexities of integrating these C4 capabilities into naval platforms.

|  |
| --- |
| **Description** |
| Programme BRAMLEY |
| OpNET Red, Blue & Black |
| NGMT – Maritime SCOT replacement |
| Military Messaging |
| SKKD (Sustain Key – Key Distribution) |
| BID Replacements |
| Emergency Services Network |
| VCR (V/UHF Replacement Programme) |
| Maritime Multi-Link Programme (Integrated Link 16, Upgraded STDL(E) and Link 22) |
| MD3 (Maritime Deployed – Digital Divide) |
| Project Spartan |
| Project Lighthouse |
| Support to DSTL led projects |

**Function 3 – Provide Project Management Outcomes**

1. The capability sustainment activity relating to the capabilities detailed in the below table, or enhancements do not sit specifically within ISCM or transition outputs. Some of these are isolated to specific shore sites, the contractor must project manage these, exploiting standard project management principles.

|  |
| --- |
| **Description** |
| Transition all serial services off Traffic Management System (TMS) and Point to Point Serial (PPS) connections |
| OpNET Training DLoD (TDLoD) |
| Radio Link Service (Clyde) |
| FOST VHF upgrades including transmitter station |
| Air Station trunk radio replacement |
| Maintain Ship’s Radio Licences |
| Skynet SDW Welfare Services |
| RFAs STIRLING CASTLE and PROTEUS Digital Support |
| Air-Time Management - All aspects of Bandwidth management and allocation across Military SATCOM, Commercial SATCOM and 4G/5G for Maritime Units. |
| CSCS4 Contract – Change Management/Change Delivery (Linked to COMSAT and GMDSS ISCM entries) |
| Provide I-DLOD subject-matter expert advice and support in respect of all In-Service Systems and Capabilities |
| End to End (E2E) Digital Maritime Architecture Coherence |

1. Additionally, in recognition of the existing incoherent delivery across the maritime, and wider Defence, information architectures the ‘service’ is to include an E2E Coherence function. This function will deliver outcomes to understand, rationalise and cohere the off-ship communications architecture to provide assured C4 connectivity and information flows to maritime platforms.

**Function 4 – Provide Service Management Outcomes**

1. To support the delivery of these ISCM outcomes this service requires a service management function to oversee the delivery of the contract deliverables.

1. In delivering this responsibility, the following activities are to be undertaken:

1. Ensure that all supplied resource is correctly onboarded at the point of delivery, to include management of security clearances, management of assets (e.g, MOD provided Laptops and ID cards).

1. Act as the focal point for any change management in relation to the outcomes of the service.

1. Undertake continual ‘learning from experience’ activity to assist the Authority in identifying ongoing VfM.
2. Facilitation of quarterly and annual Management Review meetings, where the Contractor is to present appropriate information to demonstrate that ‘service’ provision against the defined KPIs is being achieved.

**Digital**

1. There is no specific software that is required to be provided by the Supplier to deliver this ‘service’. The Authority will provide the necessary ICT hardware (laptop) and necessary peripherals to undertake work by the Contractor on the MOD Network (MODNet).
2. Only data/information relating to the service provision and delivery will need to be passed between the MOD and the Supplier, this will be in the form of standard business support (e.g, e-mail and office applications). There should be no transfer of data/information relating to the functional outcomes as described above, this will remain within MODNet.
3. There are no requirements within this service provision that have an Artificial Intelligence dependency.

**Reporting**

1. Monthly summary reports are to be provided by the Contractor Service Lead, to Navy Digital. These summary reports have been detailed in KPI 1 and 3-5. They must contain any updates to each capability in the last calendar month and/or the latest status of each capability. Reports for each calendar month, must be provided to the Authority no later than the 10th day of the following month (for example, a report will cover 1st to 31st January and must be submitted before 10th February).

**Acceptance**

1. Service delivery will be continually assessed and accepted through regular review points, as detailed in the governance structure above and monitoring of the associated KPIs as detailed below.

**Off-boarding**

1. 6 months prior to the end of the contract the supplier will:
2. Deliver a statement that details the current activities delivered under this contract.
3. Review the service SOPs.
4. Generate a service transition plan.
5. Conduct a documents, information, and knowledge capture.
6. Correctly store and archive all information on MoD CIS in line with Navy Digital Information Management policy, this can be provided after contract award.
7. Work with the customer to ensure preparations for a smooth transition in service.

**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 TBC 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/rm1234>. 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:** | 714851451 |

|  |  |
| --- | --- |
| **Contract Title:** | In-Service Capability Management ND-0439 |

|  |  |
| --- | --- |
| **Contract Description:** | Provision of a service to Navy Digital for the delivery of ISCM outcomes necessary to support generation and delivery of ships, submarines, naval aviation, RM and other RN/RM force elements. |

|  |  |
| --- | --- |
| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | TBC (excluding VAT) |

|  |  |
| --- | --- |
| **Estimated Year 1 Charges:** | TBC (excluding VAT) |

|  |  |
| --- | --- |
| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | 1st August 2025 |

|  |
| --- |
| **Buyer details** |
| **Buyer organisation name**  Ministry of Defence - Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (“The Authority”) |

|  |
| --- |
| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  Navy Commercial, Leach Building, HMS Excellent, Portsmouth, PO2 8BY |

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| --- |
| **Buyer representative name**  The name of your point of contact for this Order  TBC |

|  |
| --- |
| **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.  TBC |

|  |
| --- |
| **Buyer Project Reference**  Please provide the customer project reference number.  714851451 |

|  |
| --- |
| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  TBC |

|  |
| --- |
| **Supplier address**  Supplier’s registered address  TBC |

|  |
| --- |
| **Supplier representative name**  The name of the Supplier point of contact for this Order  TBC  The Supplier shall notify the Authority if their representative changes to allow any requests from the Authority to be dealt with promptly. |

|  |
| --- |
| **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.  TBC |

|  |
| --- |
| **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.  TBC. |

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| --- |
| **Guarantor details**  TBC (if required). |
| **Guarantor Company Name**  The guarantor organisation name  TBC (if required) |

|  |
| --- |
| **Guarantor Company Number**  Guarantor’s registered company number  TBC (if required) |

|  |
| --- |
| **Guarantor Registered Address**  Guarantor’s registered address  TBC (if required) |

**Section B**

**Part A – Framework Lot**

|  |  |
| --- | --- |
| **Framework Lot under which this Order is being placed** | |
| Lot Number/Name - Tech Services 3 RM6100 |  |
| Sub Lot Letter/Name - Lot 3b | ☐ |

**Part B – The Services Requirement**

|  |
| --- |
| **Commencement Date**  See above in Section A |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Contract Period**   |  |  | | --- | --- | | **Lot** | **Maximum Term (including Initial Term and Extension Period) – Months (Years)** | | **3b** | 36 (3) | | | |
| **Initial Term** Months  36 Months | **Extension Period (Optional)** Months  None | |
| **Minimum Notice Period for exercise of Termination Without Cause**  30 Calendar days for Contract  (15 Calendar days for any Tasking Orders placed under the Contract) | |  |

|  |
| --- |
| **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:**  Base location - Navy Command HQ, Whale Island, Portsmouth, PO2 8ER  Supplier personnel may be required to visit other MOD sites, in the UK and abroad  **Supplier Premises:**  Hybrid working is permitted when attendance at buyer premises is not required.  **Third Party Premises:**  Not Applicable |

|  |
| --- |
| **Buyer Assets**    Use of MOD ICT, MODNET & provision of MOD laptops where appropriate. No MOD related information is to be stored or transmitted using supplier ICT. |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Additional Standards**  The Supplier will have access to the below information, which will provide guidance and support in how delivery of the Contract should be conducted:   |  |  | | --- | --- | | **Number** | **Title** | | JSP 604 | Defence Co-ordinating Installation Design Authority Manual of Regulations for Installation of Communication & Information Systems | | JSP 604 | Leaflet 4800 – Installation of Information technology | | JSP 604 | Leaflet 4801 – ICT Systems Risk Management | | JSP 604 | Leaflet 3052 – Installation of Secure ICT Systems | | JSP 375 | MoD Health and Safety Handbook | | JSP 441 | Information, Knowledge, Digital and Data in Defence | | JSP 655 | Defence Investment Approvals | | JSP 332 | Defence manual of Security | | JSP 895 | Technical Governance and Assurance of Capability​​​​ | | JSP 462 | Technical Governance and Assurance of Capability​​​​ | | JSP 472 | The Defence Manual of Security​​ | | JSP 901 | Defence Writing Guide​ | | JSP 507 | Acquisition Operating Framework (Knowledge in Defence) | | JSP 101 | Defence Writing Guide | | JSP 770 | Tri-Service Operational and Non-Operational Welfare Policy | |

|  |
| --- |
| **Buyer Security Policy**  All personnel supporting this requirement will hold SC unless exceptionally approved by COO.  Some product developments will be at Secret with access to Above Secret as such there is a desire for the supplier to provide some personnel with DV. It should be assumed that 60% of the service delivery will require personnel with DV Clearances.  If Contractor personnel are required to access any classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, unless otherwise agreed and detailed on a Security Aspects Letter. If Contractor personnel are working with any sensitive information they may be required to sign a Non-Disclosure Agreement and/or a Conflicts of Interest statement.  The Supplier and/or Supplier personnel shall return any Buyer Property (including passes and laptops) within 7 calendar days of a request from the Buyer, unless otherwise agreed. Where Supplier personnel still hold any Buyer Property which contains sensitive information (including passes and laptops), beyond the requested date of return, this may be considered a security breach. |

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| --- |
| **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.*  As detailed in JSP604 |

|  |
| --- |
| **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.*  Third Party Public Liability Insurance (£) - £1,000,000  Professional Indemnity Insurance (£) - £1,000,000 |

|  |
| --- |
| **Buyer Responsibilities**  *Guidance Note: list any applicable Buyer Responsibilities below.*  As detailed in Services Specification |

|  |
| --- |
| **Goods**  Additional goods should not be required |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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 B – Long Form Governance Schedule | Applicable |   The Part selected above shall apply this Contract. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Change Control Procedure – Option Part A or Part B**   |  |  | | --- | --- | | **Change Control Schedule** | **Tick as applicable** | | Part B – Long Form Change Control Schedule | Applicable |   The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):   * for the purpose of Paragraph 3.1.2 (a), the figure shall be £1,000; and * for the purpose of Paragraph 8.2.2, the figure shall be £1,000,000. |

**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**   |  |  | | --- | --- | | **Additional Schedules** | **Tick as applicable** | | S1: Implementation Plan | Applicable | | S2: Testing Procedures | Applicable | | S3: Security Requirements | Part A | | S4: Staff Transfer | Applicable | | S5: Benchmarking | Applicable | | S6: Business Continuity and Disaster Recovery | Applicable | | S7: Continuous Improvement | Applicable | | S8: Guarantee | TBC if required | | S9: MOD Terms | Applicable |   **Part B – Additional Clauses**   |  |  | | --- | --- | | **Additional Clauses** | **Tick as applicable** | | C2: Security Measures | Applicable |   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 B - Additional Information Required for Additional Schedules/Clauses Selected in Part A**

|  |
| --- |
| **Additional Schedule S3 (Security Requirements)**  Security Management Plan To Be Held Separately |

**Section D**

**Supplier Response**

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| --- |
| **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.*  TBC |

**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 | TBC |
| Job role/title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | TBC |
| Job role/title |  |
| Signature |  |
| Date |  |

**Attachment 1 – Services Specification**

As stated above in tender.

**Attachment 2 – Charges and Invoicing**

Payments to be made in arrears via CP&F/Exostar. Invoices must be accompanied with time sheets broken down by service and/or product to enable appropriate cost management by the Authority.

Payments will only be made following delivery of goods or completion of services.

The process for Supplier on-boarding for CP&F shall include completing the full MOD registration process in Exostar.

An invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.

The Supplier shall confirm the amount they consider to be due for payment, for any month or period, within 31 calendar days of the end of that month or period and shall submit invoices through CP&F/Exostar no later than 7 calendar days after that payment amount has been confirmed, unless otherwise agreed. All final amounts due under the contract must be confirmed by the Supplier within 31 calendar days of the end date of the contract, unless otherwise agreed.

**Part A – Milestone Payments and Delay Payments**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Milestone Description** | **Milestone Payment amount (£GBP)** | **Milestone Date** | **Delay Payments (where Milestone) (£GBP per day)** |
| M1 | Not Applicable |  |  |  |

**Part B – Service Charges**

|  |  |
| --- | --- |
| **Charge Number** | **Service Charges** |
| TBC |  |

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

|  |  |
| --- | --- |
| **Staff Grade** | **Day Rate (£)(excluding VAT)** |
| TBC |  |
|  |  |

The Prices set for each item shall be the total maximum price the Contractor shall charge for the delivery of the goods and/or services covered within that item. No further costs shall be claimed by the Contractor and all prices quoted shall include as a minimum, but not be limited to:

* Any direct or indirect costs.
* Any labour costs or personnel salaries, pensions or contributions.
* Any costs associated with management of the contract.
* Any costs associated with providing required information to the Authority.
* Any costs for processing of orders or taskings.
* Any costs for submission of invoices.
* Any costs for manufacture or provision of goods and/or services.
* Any costs for delivery to the Authority.
* Any fuel costs.
* Any related travel and subsistence.
* Any packaging.
* Any import costs or charges.
* Any implementation or exit costs.
* Any installation or setup costs.
* Any costs to deliver training or guidance.
* Any sub-contractor costs.
* Any IT or system related costs.
* Any costs required to provide Authority access to systems or accounts.

**Additional Tasks or Services**

If further services are required in addition to the Core Services detailed in the Statement of Requirements/Specification, those further services will be requested and delivered through the issue of an additional Statement of Work (SOW). This will be managed under the following process:

1. When the Buyer assesses that further services are required, the Supplier will be notified of the requirement on a new Statement of Work form.
2. The Supplier shall confirm if they are able to deliver the requirements in the Statement of Work within any required timescales and provide details of the number of personnel days and roles that would be needed.
3. The Buyer will make any necessary changes to the Statement of Work form, including the addition of rates for the relevant personnel roles that will be provided.
4. The Buyer will sign and issue the final Statement of Work form to the Supplier.
5. The Supplier will countersign and return the final Statement of Work form to the Buyer and commence deliver of those services.

Each Statement of Work will be delivered and paid in accordance with the Terms & Conditions of this Contract.

More than one Statement of Work may be issued during the duration of the Contract.

Any day rates for personnel shall not exceed those detailed in the Contract under “Supplier Personnel Rate Card for Calculation of Time and Materials Charges”.

Statements of Work shall only be issued for services that are within scope of the Contract Statement of Requirements/Specification, for services that will be completed by the Contract expiry date and where total prices remain within the maximum limit of liability of the Contract.

**Travel & Subsistence**

Where supplier personnel are working at one of the base location (Portsmouth) the supplier shall not claim travel and/or expenses costs in relation to any work undertaken

The supplier shall not claim travel and/or expenses costs in relation to general management of the services (for example, attendance at project boards, account and management meetings).

Where the Authority require supplier personnel to travel to any other locations including overseas, costs can only be claimed where they are clearly detailed with supporting evidence, in line with MOD rates and have been agreed in advance.

**Part D – Risk Register**

An on-going Risk Register will be maintained and reviewed at contract meetings but each specific risk and update will not be incorporated into the contract order form.

**Part E –** **Early Termination Fee(s)**

The supplier will be paid any fees that are due for work already completed (provided it was to the required standard) and for any costs incurred in the process of delivering services which have not yet been completed but only where the supplier can evidence costs have been reasonably incurred prior to termination.

**Attachment 3 – Outline Implementation Plan**

**IN SOR**

The contractor will provide a delivery plan as part of the tender submission.

The contractor must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource plan and timeline within 2 weeks of the start of the contract.

**Attachment 4 – Service Levels and Service Credits**

The Service Credits shall be calculated as set out in the tables below and in accordance with Clause 9 and Schedule 3 of this Contract.

Example 1:

KPI 1 has an ‘inadequate’ performance for a Reporting Period. Therefore, a Service Credit of 5% shall be deducted from the total payment due for the payment period that the failure occurred.

Example 2:

KPI 2 has an ‘inadequate’ performance for a Reporting Period and KPI 4 has an ‘requires improvement’ performance for the same Reporting Period. Therefore, a Service Credit of 5% shall be deducted from the total payment due for the payment period that the failure occurred and a further 2% shall be withheld from the total payment due for the same Reporting Period (this 2% will be paid to the Supplier in the subsequent period if performance has been returned to ‘good’).

Based on the tables below, should the Supplier performance fail to meet the lowest Service Level Thresholds for all Service Levels, there is a potential total risk exposure of 25% for Service Credits.

For each Contract Year, the Service Credit Cap shall be set at 12%.

A Critical Service Level Failure will occur if the Supplier either:

#### fails to meet the ‘Good’ KPI Threshold in relation to an individual KPI for four consecutive Reporting Periods; or

#### has six or more instances of failing to meet the ‘Good’ KPI Threshold in relation to an individual KPI within a period covering 12 months of consecutive Reporting Periods; or

#### has four or more instances of failing to meet the ‘Good’ KPI Threshold in relation to an any combination of KPI’s within a single Reporting Period; or

#### has fifteen or more instances of failing to meet the ‘Good’ Service Level Threshold in relation to any Service Level Performance Criterion within a period covering 12 consecutive Service Periods

**Service Levels**

Key Performance Indicators:

|  |  |
| --- | --- |
| **KPI 1** |  |
| KPI Description: | Provide monthly summary report of activity in relation to In-Service Capability Management (ISCM) Service Outcomes (Function 1). Must be full and accurate by the 10th day of the month. |
| Frequency | Monthly |
| KPI Performance Thresholds: | |
| ‘Good’ (Contractual Target): | Full and accurate report provided on or before the due date. |
| Approaching Target | Full and accurate report provided 1-2 working days after the due date. |
| Requires Improvement | Full and accurate report provided 3-9 working days after the due date. |
| ‘Inadequate’ threshold: | Full and accurate report not provided within 10 working days after the due date. |
| Buyer Redress for failure to provide services at or above service levels. | Approaching Target Service Level - Supplier to attend review meeting with Buyer to agree plan to return to ‘Good’ within the next period. If KPI is assessed as anything other than ‘Good’ in the following month, 1% of the payment due for this month shall be deducted (in addition to any retention or deduction due for failures in that following month).  Requires Improvement Service Level - Retention 2% of payment due in the month failure is assessed. If KPI is assessed as ‘Good’ in the following period, this 2% retention will be paid to the Supplier. If KPI is assessed as anything other than ‘Good’ in the following month, the 2% will be retained and not paid (in addition to any retention or deduction due for failures in that following month).  Inadequate Service Level - Deduct 5% of payment due, in the month failure is assessed, if the service level is assessed as ‘inadequate service level’ or below. |

|  |  |
| --- | --- |
| **KPI 2** |  |
| KPI Description: | All active In-Service Capability Management Service risks are recorded in Navy Digital Project-on-Line risk register and are reviewed and updated. Any tasks issued by the authority to rectify or manage risks have been completed within any agreed timescales. |
| Frequency | Monthly |
| KPI Performance Thresholds: | |
| ‘Good’ (Contractual Target): | All risks recorded, reviewed, managed and rectified within set timescales |
| Approaching Target | Any individual risk was not recorded, reviewed, managed or rectified until 1-2 days after the set timescales |
| Requires Improvement | Any individual risk was not recorded, reviewed, managed or rectified until 3-9 working days after the set timescales |
| ‘Inadequate’ threshold: | Any individual risk was not recorded, reviewed, managed or rectified within 10 working days after the set timescales |
| Buyer Redress for failure to provide services at or above service levels. | Approaching Target Service Level - Supplier to attend review meeting with Buyer to agree plan to return to ‘Good’ within the next period. If KPI is assessed as anything other than ‘Good’ in the following month, 1% of the payment due for this month shall be deducted (in addition to any retention or deduction due for failures in that following month).  Requires Improvement Service Level - Retention 2% of payment due in the month failure is assessed. If KPI is assessed as ‘Good’ in the following period, this 2% retention will be paid to the Supplier. If KPI is assessed as anything other than ‘Good’ in the following month, the 2% will be retained and not paid (in addition to any retention or deduction due for failures in that following month).  Inadequate Service Level - Deduct 5% of payment due, in the month failure is assessed, if the service level is assessed as ‘inadequate service level’ or below. |

|  |  |
| --- | --- |
| **KPI 3** |  |
| KPI Description: | Provide monthly summary report of activity in relation to Service Management Outcomes (Function 4). Must be full and accurate by the 10th day of the month. |
| Frequency | Monthly |
| KPI Performance Thresholds: | |
| ‘Good’ (Contractual Target): | Full and accurate report provided on or before the due date. |
| Approaching Target | Full and accurate report provided 1-2 working days after the due date. |
| Requires Improvement | Full and accurate report provided 3-9 working days after the due date. |
| ‘Inadequate’ threshold: | Full and accurate report not provided within 10 working days after the due date. |
| Buyer Redress for failure to provide services at or above service levels. | Approaching Target Service Level - Supplier to attend review meeting with Buyer to agree plan to return to ‘Good’ within the next period. If KPI is assessed as anything other than ‘Good’ in the following month, 1% of the payment due for this month shall be deducted (in addition to any retention or deduction due for failures in that following month).  Requires Improvement Service Level - Retention 2% of payment due in the month failure is assessed. If KPI is assessed as ‘Good’ in the following period, this 2% retention will be paid to the Supplier. If KPI is assessed as anything other than ‘Good’ in the following month, the 2% will be retained and not paid (in addition to any retention or deduction due for failures in that following month).  Inadequate Service Level - Deduct 5% of payment due, in the month failure is assessed, if the service level is assessed as ‘inadequate service level’ or below. |

|  |  |
| --- | --- |
| **KPI 4** |  |
| KPI Description: | Provide monthly summary report of activity in relation to Transition Capability from Develop to In-Service (Function 2).Must be full and accurate by the 10th day of the month. |
| Frequency | Monthly |
| KPI Performance Thresholds: | |
| ‘Good’ (Contractual Target): | Full and accurate report provided on or before the due date. |
| Approaching Target | Full and accurate report provided 1-2 working days after the due date. |
| Requires Improvement | Full and accurate report provided 3-9 working days after the due date. |
| ‘Inadequate’ threshold: | Full and accurate report not provided within 10 working days after the due date. |
| Buyer Redress for failure to provide services at or above service levels. | Approaching Target Service Level - Supplier to attend review meeting with Buyer to agree plan to return to ‘Good’ within the next period. If KPI is assessed as anything other than ‘Good’ in the following month, 1% of the payment due for this month shall be deducted (in addition to any retention or deduction due for failures in that following month).  Requires Improvement Service Level - Retention 2% of payment due in the month failure is assessed. If KPI is assessed as ‘Good’ in the following period, this 2% retention will be paid to the Supplier. If KPI is assessed as anything other than ‘Good’ in the following month, the 2% will be retained and not paid (in addition to any retention or deduction due for failures in that following month).  Inadequate Service Level - Deduct 5% of payment due, in the month failure is assessed, if the service level is assessed as ‘inadequate service level’ or below. |

|  |  |
| --- | --- |
| **KPI 5** |  |
| KPI Description: | Provide monthly summary report of activity in relation to Project Management Outcomes (Function 4). Must be full and accurate by the 10th day of the month. |
| Frequency | Monthly |
| KPI Performance Thresholds: | |
| ‘Good’ (Contractual Target): | Full and accurate report provided on or before the due date. |
| Approaching Target | Full and accurate report provided 1-2 working days after the due date. |
| Requires Improvement | Full and accurate report provided 3-9 working days after the due date. |
| ‘Inadequate’ threshold: | Full and accurate report not provided within 10 working days after the due date. |
| Buyer Redress for failure to provide services at or above service levels. | Approaching Target Service Level - Supplier to attend review meeting with Buyer to agree plan to return to ‘Good’ within the next period. If KPI is assessed as anything other than ‘Good’ in the following month, 1% of the payment due for this month shall be deducted (in addition to any retention or deduction due for failures in that following month).  Requires Improvement Service Level - Retention 2% of payment due in the month failure is assessed. If KPI is assessed as ‘Good’ in the following period, this 2% retention will be paid to the Supplier. If KPI is assessed as anything other than ‘Good’ in the following month, the 2% will be retained and not paid (in addition to any retention or deduction due for failures in that following month).  Inadequate Service Level - Deduct 5% of payment due, in the month failure is assessed, if the service level is assessed as ‘inadequate service level’ or below. |

**Social Value Commitments**

The Supplier has stated they will deliver the following Social Value Commitments through the duration of the Contract:

|  |  |
| --- | --- |
| Suppliers’ Commitments: | Numeric Value |
| Commitments for MACs | TBC |

The Authority shall be able to request that the supplier provide evidence that they are meeting these commitments. The supplier shall provide evidence of this within 10 working days. If the supplier is unable to provide sufficient evidence or is not meeting their commitments, the Authority reserves the right to deduct 5% of the next payment that becomes due for each week or portion of a week that passes before the supplier can evidence that those commitments are being met.

**Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

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** |
| TBC |  |  |
|  |  |  |
|  |  |  |

**Part B – Key Sub-Contractors**

| **Key Sub-contractor 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** |
| --- | --- | --- | --- | --- |
| TBC |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Attachment 6 – Software**

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

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** |
| TBC |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**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** |
| TBC |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**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)**  *(insert credit rating issued for the entity at the Commencement Date)* | **Credit Rating Threshold**  *(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)* |
| ***Supplier*** | TBC |  |
| ***[Guarantor]*** |  |  |
| ***[Key Sub-contractor 1]*** |  |  |
| ***[Key Sub-contractor 2]*** |  |  |

**PART B – RATING AGENCIES**

Dun & Bradstreet

**Attachment 8 – Governance**

**PART B – LONG FORM GOVERNANCE**

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

There shall be one Contract Board comprising:

Service Management Board

Programme Board

Change Management Board

Technical Board

Risk Management Board

|  |  |
| --- | --- |
| 1. Board | |
| Buyer Members of Contract Board (include details of chairperson) | To be confirmed following start up meeting |
| Supplier Members of Contract Board | To be confirmed following start up meeting |
| Start Date for Contract Board meetings | Start up meeting within one month of contract signing |
| Frequency of Contract Board meetings | Management of the contract will be administered through weekly meetings between Navy Digital and the Contractor Service Lead. There will also be requirement for quarterly review meetings to be held between the Contractor and Navy Digital. |
| Location of Contract Board meetings | To be confirmed following start up meeting |

**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:
      2. The contact details of the Supplier’s Data Protection Officer are:
      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 | [**The Authority is Controller and the Supplier is Processor**  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:   * Not Applicable   **The Supplier is Controller and the Authority is Processor**  The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data*:*   * Not Applicable   **The Parties are Joint Controllers**  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:   * Not Applicable   **The Parties are Independent Controllers of Personal Data**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of*:*   * Not Applicable |
| Duration of the processing | * Not Applicable |
| Nature and purposes of the processing | * Not Applicable |
| Type of Personal Data | * Not Applicable |
| Categories of Data Subject | * Not Applicable |
| 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 | * Not Applicable |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance | Details of performance against KPI’s | Online via Government transparency website | Quarterly, if required in line with any Cabinet Office guidance |
| Contract | Contract Information and Total Price – commercial and personnel sensitive information redacted | Online via Government transparency website | At contract award |

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

1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarussian products and/or services; or

b. that the Contractor or any part of the Contractor’s supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority’s written concerns, for the Authority’s consideration.

4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

If, at any time, any of the goods or services provided under the Contract do not meet the required delivery timescales, standards or quality, then the Authority will not be obligated to buy any more goods or services unless it is satisfied that the required timescale, standard or quality will be met. The Authority shall be entitled to remove those goods or services from the Contract.

Where the Contractor is unable to deliver the required goods/services within agreed timescales, the Authority shall be entitled to procure those goods/services from other providers and shall be entitled to cancel any orders that have been made with the Contractor with no costs or fees incurred by the Authority in relation to those goods/services that the Contractor was unable to provide on time.

To ensure information held on the ‘MOD Enterprise Directory’ is accurate, by contract commencement date, embedded workers with MOD.net accounts are to make best endeavours to clearly identify as a ‘Contractor’ within the Rank/Grade of their MOD.net Tally and Enterprise Directory Data. In addition, ‘Contractor’ must clearly be stated as their rank within the workers organisation Signature block.

Within the duration of this contract, all staff embedded at HM Establishments may be required to complete a Conflicts of Interest declaration. The supplier will also be required to ensure a Compliance Regime is enacted if any personnel provided by the supplier will be involved in the process for re-letting any follow on or other contracts for which the supplier may tender.

MOD shall own all IPR on any data, code, or development undertaken during the delivery of any professional service.

**ANNEX - MOD DEFCONs AND DEFFORMs**

|  |  |
| --- | --- |
| **DEFCON NUMBER** | **DESCRIPTION** |
| DEFCON 5J | Unique Identifiers |
| DEFCON 68 | Supply Of Data For Hazardous Articles, Material and Substances |
| DEFCON 76 | Contractors Personnel At Government Establishments |
| DEFCON 90 | Copyright |
| DEFCON 129J | The Use Of Electronic Business Delivery Form |
| DEFCON 516 | Equality |
| DEFCON 520 | Corrupt Gifts And Payments Of Commission |
| DEFCON 522 | Payment And Recovery OF Sums Due |
| DEFCON 531 | Disclosure Of Information |
| DEFCON 532A | Protection Of Personal Data |
| DEFCON 565 | Supply Chain Resilience and Risk Awareness |
| DEFCON 601 | Redundant Materiel  applies in relation to DEFCON 611 |
| DEFCON 611 | Issued Property |
| DEFCON 658 | Cyber |
| DEFCON 660 | Official Sensitive Security Requirements |
| DEFCON 671 | Plastic Packaging Tax |
| DEFCON 694 | Accounting For Property Of The Authority |
| DEFCON 707 | Rights in Technical Data |
| DEFCON 703 | Intellectual Property Rights – Vesting In the Authority |
| **DEFFORM NUMBER** | **DESCRIPTION** |
| The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/guidance/knowledge-in-defence-kid | |

1. Communications, Command & Control and Computers. [↑](#footnote-ref-1)
2. Defence Lines of Development – Training, Equipment, Personnel, Information, Doctrine, Organisation, Infrastructure and Logistics. [↑](#footnote-ref-2)
3. It will also provide project management and capability transition services that are essential enablers of ISCM. [↑](#footnote-ref-3)