



Ministry
of Defence

**MOD Terms and Conditions for Less Complex Requirements
(£122,979 - £378,660)**

**Contract SC1b/CCT1005
Defence Digital Commercial SSM Delivery Manager
(Rimmer Consultancy Services Ltd)**

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

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

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods

- Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

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

verify that invoice in a timely fashion.

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

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

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

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

15 Dispute Resolution

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

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

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

16 Termination for Corrupt Gifts

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

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

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

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

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

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

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £1m (one million pounds).

- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
- (1) for:
- a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 76 (SC1) (Edn 12/16) – Contractor's Personnel at Government Establishments
DEFCON 502 (SC1, Edn 11/16) – Specifications Changes
DEFCON 503 (SC1, Edn 12/16) – Formal Amendments to Contract
DEFCON 532B (Edn 05/18) – Protection of Personal Data
DEFCON 538 (Edn 06/02) - Severability
DEFCON 609 (Edn 08/18) – Contractor's Records
DEFCON 620 (SC1, Edn 12/16) – Contract Change Control Procedure
DEFCON 656A (Edn 08/16 – Termination for Convenience
DEFCON 658 (SC1) (Edn 11/17) - Cyber
DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements
DEFCON 703 (Edn 08/13) Intellectual Property Rights – Vesting in the Authority

21 The special conditions that apply to this Contract are:

Not used.

22 The processes that apply to this Contract are:

Any Travel or Subsistence (T&S) must be pre-approved by the MOD Project Team (Tracy Magner or a member of the DD Comm Senior Leadership Team). All T&S claims shall be in accordance with MOD rules and limits ie the Contractor will be treated as if he were a Civil Servant for the purposes of calculating T&S allowances.

The MOD Business Travel Guide (Version 1.0 – 2021) Effective 8 Feb 21 shall apply. This document is available from the Project Manager (Tracy Magner). Some of the most relevant areas in relation to contract SC1b/1005 are as follows:

Class of travel – page 17
Car travel – page 19
Rates of Motor Mileage Allowance – page 20
Insurance requirements – page 22
Introduction to subsistence – page 35
Subsistence rates – page 37
Requirement to keep receipts – page 47

Schedule 1 – Additional Definitions of Contract

Not used.

Schedule 2 – Schedule of Requirements for Contract No: SC1b/1005

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	n/a	n/a	Provision of Delivery Manager support to Defence Digital Commercial Transformation Strategic Supplier Management Workstream on a per man-day basis delivering statement of requirement set out at Annex A to this Schedule 2		n/a	31 st Mar 2022	Up to 240 days		
2	n/a	n/a	Travel and Subsistence in support of Item 1 – MOD Travel and Subsistence rules shall apply		n/a	As agreed with Project team	n/a	n/a	Included within XXXXXX Max Price above
								Total Firm Price	XXXXXX

Schedule 2 – Schedule of Requirements for Contract No:

Item Number	Consignee Address (XY code only)

ANNEX A - STATEMENT OF REQUIREMENT

Brief Description of Task

The Defence Digital Commercial team have been leading a Strategic Supplier Management (SSM) workstream, under CIO Digital & Information Technology Transformation, that has been looking to identify areas of improvement in the commercial function and opportunities to address operational and financial efficiencies. The vision is to develop a set of pan-Defence strategies that looks to address the collective IT 3rd party footprint to drive efficiency through the organisation whilst increasing the maturity of vendor relationships and leverages our scale.

To support Defence Digital implementation of the workstream, there is a need for central leadership, coordination and delivery of all of the areas that have been identified as opportunities including a Commercial Programme Manager to lead the delivery of the Strategic Supplier Management efficiencies at short notice.

Background

The Defence Digital Commercial team have been tasked with multiple savings targets which require upskilling our commercial function, implementing a Supplier Relationship and Contract Management function, consolidation of contracts across multiple categories as well as other key activities.

As Defence Digital is moving towards having a 'best of breed' commercial function, it has highlighted some key inconsistencies in approach and capability gaps that result in executing on tasks in an ad hoc, tactical manner resulting in a loss of leverage. Defence Digital Commercial has developed a model of what the Commercial future state for supplier partnership model could look like and have agreed to undertake a programme of work to address key capabilities.

To support roll out, Defence Digital Commercial is contracting for a Programme Manager and a Commercial Manager. The Commercial Programme Manager will be the bridge between the existing commercial function and the Transformation Programme to deliver the efficiencies identified.

The programme objectives will be to take a holistic view across all 3rd party technology spend in Defence, identifying:

The baseline expenditure (by High Level Budget (HLB) and Category)

- Supplier and Contractual landscape by category
- Top 10 suppliers by spend
- Scale of benefits that can be realised through cashable saving opportunities
- Benefits will be driven through an approach which uses the following levers:
 - Consolidation to single framework master agreements (where appropriate) with strategic suppliers to drive value
 - Standardisation of rates and unit pricing across multiple contracts
 - Leveraging economies of scale through volume commitments
 - Rationalisation of long tail
 - Disaggregation of complex large-scale contracts

The Commercial Manager will also support the commercial function to deliver:

- Future Commercial Ops model alignment
- Commercial capability development
- Including team & tooling
- Support in the roll out of Category Management
- Sector & Supplier Intelligence
- Strengthen Contract Management capability
- Supply chain risk management
- Roll out Defence Digital supplier relationship management

Requirement, Key Deliverables and Milestones

A Commercial Programme Manager is required with particular expertise in high level commercial transformation, Digital & IT transformation and a proven record in driving change management and programme management. This will require a fundamental review of the current portfolio with recommendations to improve both governance and reporting enabling the necessary transformation programme to be delivered. The Commercial Programme Manager will report directly into the Commercial function and will lead the KPMG team during the Term including:

- Ensuring the necessary programme capabilities are in place and mobilised to enable the Commercial 1*s to deliver their outcomes.
- Establishment of a sustainable D&IT Programme and associated governance
- Drive performance and ensure coherence of the various sub-projects and programmes within commercial capabilities identified
- Develop programme management capabilities to identify and manage cross project/programme dependencies
- Establishment of integrated cross-programme Benefit & Risk Management framework and processes aligned to the Defence Transformation Programme's approach
- Review of the current state Defence Digital Commercial portfolio, with recommendations to improve governance and reporting
- Act as a single point of contact and management of the KPMG resources that are delivering outputs against the SSM workstream within the D&IT transformation programme
- Introduce reporting and escalation mechanisms and operational processes
- Provide senior direction and challenge based on multi-sector experience
- Ensure that skills and knowledge transfer to Crown Servants throughout the duration of the contract

Deliverables will be prioritised through the during the term of the commitment to maximise value to Defence Digital Commercial.

Governance and Interface Requirements

The supplier will be subject to the following:

- Weekly meetings and quarterly update reports that identify progress, recommended next steps, risks, opportunities and dependencies. Also, to include opportunities to identify and conduct skills and knowledge transfer to Crown Servants.
- Weekly checkpoint meetings between Defence Digital Commercial 1*s and 2* as well as D&IT Director to review progress, address issues and manage emerging risks.
- Formally report progress together with DFIT at the bi-monthly D&IT Functional Coherence Board

Essential Skills and Experience Needed

- Programme Delivery – inception, outcome definition, stakeholder engagement, full delivery lifecycle
- Operating Model design & implementation – service models, skills and capabilities, processes, supporting technology requirements & performance tracking
- Organisational Design – organisational structures and hierarchy, definition of roles and responsibilities, capability assessment, transition plans
- Leadership – Recruitment, retention, performance management, coaching, mentoring, capability development
- Sourcing – Strategy development, sourcing processes and operating models, supplier governance frameworks, contract and commercial negotiation, supplier relationship management, capability development
- Out-sourced and off-shored delivery models – design, sourcing (supplier evaluation and selection, commercial and contract negotiation, on-boarding and initiation), supplier performance management, compliance with regulatory standards, remediation of supplier service quality, insourcing, service transition
- Regulatory Requirements – risk management, compliance, governance and controls
- Acquisition and integration – due diligence, contract negotiation, integration planning, service level definition

Location

MOD Main Building London, with travel to other sites.

Schedule 3 - Contract Data Sheet for Contract No:

Contract Period	Effective date of Contract: 01 Apr 21 The Contract expiry date shall be: 31 Mar 2022
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail Yes Notices served under the Contract shall be sent to the following address: Authority: [REDACTED] Contractor: [REDACTED] Rimmer Consultancy Services Ltd
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract? No If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan. Other Quality Assurance Requirements:

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) [REDACTED]</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be: See Statement of Requirement</p> <p>Delivered by the Contractor Special Instructions:</p> <p>Collected by the Authority Special Instructions (including consignor address if different from Contractor’s registered address):</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements: N/A</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: See Statement of Requirement Frequency: N/A Location: N/A</p>

Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: See Statement of Requirement</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>
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Appendix - Addresses and Other Information		DEFFORM 111 (Edn 03/21)
<p>1. Commercial Officer</p> <p>Name: [REDACTED]</p> <p>Address: Defence Digital, Spur B2, Building 405, MOD Corsham, Westwells Road, Corsham, Wiltshire SN13 9NR</p> <p>Email: [REDACTED]</p> <p>☎ [REDACTED]</p>	<p>8. Public Accounting Authority</p> <p>1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD</p> <p>☎ [REDACTED]</p> <p>2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD</p> <p>☎ [REDACTED]</p>	
<p>2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)</p> <p>Name: [REDACTED]</p> <p>Address: Defence Digital, Spur B3, Building 405, MOD Corsham, Westwells Road, Corsham, Wiltshire SN13 9NR</p> <p>Email: [REDACTED]</p> <p>☎ [REDACTED]</p>	<p>9. Consignment Instructions</p> <p>The items are to be consigned as follows:</p> 	
<p>3. Packaging Design Authority</p> <p>Organisation & point of contact:</p> <p>(Where no address is shown please contact the Project Team in Box 2)</p> <p>☎ [REDACTED]</p>	<div style="background-color: black; height: 100px; width: 100%;"></div>	
<p>4. (a) Supply / Support Management Branch or Order Manager:</p> <p>Branch/Name:</p> <p>☎ [REDACTED]</p> <p>(b) U.I.N.</p>	<p>B. JSCS</p> <p>JSCS Helpdesk No. [REDACTED] (select option 2, then option 3)</p> <p>JSCS Fax No [REDACTED]</p> <p>[REDACTED] Users requiring an account to use the MOD Freight Collection Service should contact [REDACTED] in the first instance.</p>	
<p>5. Drawings/Specifications are available from</p> 	<p>11. The Invoice Paying Authority</p> <p>Ministry of Defence ☎ [REDACTED]</p> <p>DBS Finance</p> <p>Walker House, Exchange Flags Fax: [REDACTED]</p> <p>Liverpool, L2 3YL Website is: [REDACTED]</p>	

<p>6. Intentionally Blank</p>	<p>12. Forms and Documentation are available through *:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP [REDACTED]</p> <p>Applications via fax or email: [REDACTED]</p>
<p>7. Quality Assurance Representative:</p> <p>Name:</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit [REDACTED] [extranet, registration needed].</p>	<p>* NOTE</p> <p>1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: [REDACTED] [REDACTED] are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.</p>

Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) for Contract No:

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address: