

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Arcadian World Limited
REDACTED

Dear Sir, Madam,

Letter of Appointment: Provision of Market Analysis and Five Case Model Business Case

Contract reference: CCMK19A07

This letter of Appointment dated 3rd July 2019, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	TBC
From:	The Cabinet Office ("Customer")
To:	ARCADIAN WORLD LIMITED ("Supplier")

Effective Date:	8 th July 2019
Expiry Date:	End date of Initial Period: On or before the 30 th September 2019

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: · the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and
	The Attachment 4 – Price Schedule attached with the Supplier's proposal

Key Individuals:	<p><u>For the Customer:</u> REDACTED</p> <p><u>For the Supplier:</u> REDACTED</p>
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>The total contract value shall not exceed £62,400.00.</p> <p>The payment structure for this contract is as follows;</p> <p>Upon written sign-off from the Customer for all tasks associated with the completion of Milestone 1, a payment of REDACTED will be made.</p> <p>Upon written sign off from the Customer for all tasks associated with the completion of Milestone 2, a payment of REDACTED will be made.</p> <p>Upon written sign off from the Customer for all tasks associated with the completion of Milestone 3, a payment of REDACTED will be made.</p> <p>Upon written sign off from the customer for all tasks associated with the completion of Milestone 4,a payment of REDACTED will be made.</p> <p>Payments shall be processed through the submission of invoices to the Customer. Each invoice must include a detailed elemental breakdown of work completed and the associated costs before payment is made.</p> <p>Paper invoices shall only be sent to the Customer's Shared Service Centre (address below) upon agreement with the Project Lead. At the same time, electronic copies shall be sent to the Project Lead by email.</p> <p>Should the customer wish to make any changes to this payment plan or have payments made on dates/achievements different to those above, this will be at the Authority's discretion.</p>
Insurance Requirements	Insurance will operate in accordance with the provisos of Clause 19 of the Contract Terms.

Liability Requirements	Supplier's limitation of Liability (Clause REDACTED of the Contract Terms refers).
Customer billing address for invoicing:	NEWPORT SSCL - CABINET OFFICE REDACTED

Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A
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FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title: REDACTED

Name and Title: REDACTED

Signature: REDACTED

Signature: REDACTED

Date: 04/07/2019

Date: 05/07/2019

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

1. BCKGROUND TO REQUIREMENT / OVERVIEW REQUIREMENT

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2. DEFINITIONS

Expression or Acronym	Definition
GCS	means Government Communication Service.
GCSI	means Government Communication Service International.
HMT	means Her Majesty's Treasury.
FCO	means Foreign & Commonwealth Office.
DIT	means Department for International Trade.
DFID	means Department for International Development.
HMG	means Her Majesty's Government.
IP	means Intellectual Property.
CMT	means Cabinet Office Commercial Models Team.
G2G	means Government to government - the electronic sharing of data and/or information systems between government agencies, departments or organisations. The goal of G2G is to support government initiatives by improving communication, data access and data sharing.
Five Case Model Business Case	means a business case that incorporates the following five aspects: <ul style="list-style-type: none">i. Strategic Case - a robust case for change.ii. Economic Case – optimises value for money.iii. Commercial Case – is commercially viable.iv. Financial Case – is financially viable.v. Management Case – can be delivered successfully.

3. SCOPE OF REQUIREMENT

3.1. GCSI requires a market analysis and the provision of a business case to HMT standards (i.e, the Five Case Model Business Case), setting out an optimal operating model and plan to achieve scale and financial sustainability as a new legal entity.

3.2. REDACTED

3.3. Business cases must be broken down into five different aspects which are interconnected but distinct (namely, the strategic, economic, financial, commercial and management aspects of the case).

3.4. The business case should enable HMT and other stakeholders to ascertain that proposals:

- Are supported by a robust Case for Change – **the Strategic Case**;
- Optimise Value for Money – **the Economic Case**;
- Are commercially viable – **the Commercial Case**;
- Are financially affordable – **the Financial Case**; and,
- Can be delivered successfully – **the Management Case**.

4. THE REQUIREMENT

4.1. The appointed Supplier will need to develop a full Five Case Model Business Case to HMT standards, to reflect the five aspects listed at 5.2.2.

4.2 REDACTED

4.3. REDACTED

4.4. The Supplier must provide regular progress reports to and/or status meetings with GCSI on the status of the business case, with a particular emphasis on communicating the risk of any potential delays in work in a timely manner so that the impact of these delays on the overall project can be minimised.

4.5. The Supplier must work closely with and coordinate timings and supply of information with any other partners on the project and key stakeholders in the UK Government.

4.6. The Supplier must establish and maintain rigorous controls to ensure that agreed upon levels of confidentiality/non-disclosure are maintained by the Supplier and any partners they work with. Paragraph 16.1 also refers.

5. KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Submit a proposed work plan for the development of a Five Case Model Business Case.*	Within week one of Contract Award.
2	Submit a high-level draft of the Business Case for review and feedback.	Within one month of Contract Award.
3	Submit a refined Business Case for additional review based on previous feedback.	Within six weeks of Contract Award.
4	Submit the final Business Case for HMT's consideration.	Within eight weeks of Contract Award.

* At its discretion, the Authority may commission an initial inception meeting, immediately following Contract Award, to impart its views and perceptions of the project to the appointed Supplier.

6. MANAMGEMENT INFORMATION / REPORTING

6.1. As indicated in 6.4 above, the Supplier must provide regular progress reports to and/or status meetings with GCSI on the status of the business case, with a particular emphasis on communicating the risk of any potential delays in work in a timely manner. Progress reports must be provided weekly to the Authority's Contract Manager in format(s) that may include but are not limited to:

- Telephone;
- Email;
- Face to Face meetings / teleconferences.

7. VOLUMES

7.1. Volumes are as indicated in Section 7 – Key Milestones and Deliverables. Namely:

- 1 x work plan for the development of a Five Case Model Business Case; □ 1 x high-level draft of the Business Case.

- 1 x refined Business Case for additional review. □ 1 x final Business Case.

7.2. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

7.3. The Supplier should present new ways of working to the Authority during weekly progress meetings.

7.4. Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

8. SUSTAINABILITY

8.1. N/A.

9. QUALITY

9.1. Potential Bidders should demonstrate that they have expertise in undertaking the provision of business cases of the scope and magnitude of the Authority's, as described in the Statement of Requirements document.

10. PRICE

10.1. Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

11. STAFF AND CUSTOMER SERVICE

11.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

11.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

11.3. The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

12. SERVICE LEVELS AND PERFORMANCE

12.1. The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Provision of the proposed work plan for the development of a Five Case Model Business Case within one week of Contract Award.	100%
2	Delivery	Provision of the high-level draft of the Business Case for review and feedback within one month of Contract Award.	100%
3	Delivery	Provision of the refined Business Case for additional review based on previous feedback within six weeks of Contract Award.	100%
4	Delivery	Provision of the final Business Case for HMT's consideration within eight weeks of Contract award.	100%

12.2. Where the Supplier fails to meet any of the KPIs stipulated in relation to this requirement the Authority will in the first instance seek to reach an agreeable solution with the Supplier. In the event such a solution is not possible, the Authority retains an option to terminate any Contract awarded as a result of this tender and to place the work with the next highest-scoring bidder identified via this exercise.

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

13.1. The Potential Provider and upon successful tender should not disclose the content and implementation of the project or the sensitive information, which is exchanged between the Parties to a third party (persons or organisations) without the written consent of the Authority (GCSI / Cabinet Office). The principle of confidentiality shall continue even after the tender process or termination of the contract.

14. PAYMENT AND INVOICING

14.1. Invoices will be paid monthly in arrears.

14.2. Invoices should be sent to: REDACTED

14.3. Manual invoicing - invoices should be submitted to:

NEWPORT SSCL - CABINET OFFICE

REDACTED

14.4. Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

14.5. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

14.6. Cabinet Office purchase order numbers must be clearly stated on all invoices.

15. CONTRACT MANAGEMET

15.1. Contract Management will be arranged between the Authority and the Supplier.

15.2. Attendance at progress meetings / review meetings shall be at the Supplier's own expense.

ANNEX B
Supplier Proposal

REDACTED

Part 2: Contract Terms

Please see Terms and Conditions document, provided separately.