

RM6100 Technology Services 3 Framework Schedule 4 Annex 1 Lot 1 Order Form

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15/06/2021 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 https://www.crowncommercial.gov.uk/. 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 Deliverables 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 (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 Schedule of Processing, Personal Data and Data Subjects;
- 4. Attachment 3 Transparency Reports; and
- 5. Annex 1 Call-Off Terms.

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

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form and its Attachments;
- c) the Call-Off Terms; and
- d) Framework Schedule 18 (Tender).



Section A General information

Contract Details	
Contract Reference:	711715450
Contract Title:	Systems and Application for Accounting and Reporting Inventory (SAFARI)
Contract Description:	Supplier to provide support to scoping SAFARI project.
Commencement Date: this should be the date of the last signature on Section D of this Order Form	17/05/2024

Buyer details

Buyer organisation name

Defence, Equipment & Support (DE&S)

Billing address

MoD Abbey Wood Elm 3A #4343 Bristol BS34 8JH

Buyer representative name

REDACTED

Buyer representative contact details

REDACTED

Buyer Project Reference

RM6100-Lot1-PA Consulting Services Ltd-07



Supplier details

Supplier name

PA Consulting Services Limited

Supplier address

Supplier's registered address 10 Bressenden Place, London SW1E 5DN

Supplier representative nameThe name of the Supplier point of contact for this Order **REDACTED**

Supplier representative contact details

Email and telephone contact details of the supplier's representative **REDACTED**

Order reference number or the Supplier's Catalogue Service Offer Reference Number RM6100-Lot1-PA Consulting Services Ltd-07.



Section B

Part 1 – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period in months from the Commencement Date, up to the maximum permitted Contract Period of 24 months (2 years)

4 Months

Services

The Supplier shall provide the following Services to the Buyer:

Tasks/Requirements

Project Management

- a. Actively engaging with the IAET team and other stakeholders to understand how Inventory Financial Accounting can be optimised.
- b. Maintaining effective governance drumbeat regime
 - i. Daily stand up
 - ii. Weekly stand up
 - iii. Monthly project brief
- c. Maintaining an overarching Delivery Schedule using Sprints.
- d. Proactively engaging with sub-teams, assuring integrity of plans and schedules, and mitigating risks, escalating any issues as needed.
- e. Managing and reporting of Risk, Assumptions, Issues, Dependencies and Opportunities (RAIDO) through tracking and support Authority to update ARM.
- f. Managing and reporting of Master Data and Assumptions List (MDAL).
- g. Managing and capturing of requirements required for project delivery.
- h. Engage on behalf of MoD with various level of Seniority.

Safety & Environmental Consideration

- a. The supplier should meet the following requirements:
 - i. Safety Management Arrangements in order to meet the requirements of DEF STAN 00-056; DEF STAN 00-055
 - ii. Environmental Management Arrangements in order to meet the requirements of DEF STAN 00-051
 - iii. Consideration of Carbon Reduction (net Zero) and application of Carbon Reduction PPN 06/21

Outputs and Acceptance



- a. Conceptual architecture identify the business scope using the creation of a business capability map and level 1 business processes for IFA, and propose high level building blocks required to fulfil this need.
- b. Logical architecture in alignment with the conceptual architecture, identify the next level solution building blocks required to deliver the capability, including information flow requirements.
- c. Roadmap
 - i. High level activities and critical path required to design, build and implement the solution, including project artefacts such as RAIDO, MDAL, CDAL etc.
 - ii. Level 1 process flow of financial activities required from data feed to GL posting along with opportunities.
- d. Provide solution recommendation for input to business case covering options of:
 - i. Do nothing
 - ii. Do minimum
 - iii. Do optimum
- e. Project approval input to the OBC development including ROM Cost for SAFARI project along with approval support.

The Services are more particularly described in Attachment 1 (Services Specification).

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

Se- rial	Require- ment	Deliverables	Timings	Format	Ap- proval
1	Programme & Project Manage- ment	a. Updated Project Pro- gress Reports b. Mainte- nance of Sched- ule and Plans. c. Mainte- nance of Project manage- ment docu- menta- tion / ar- tifacts.	Weekly Updates	a. MS PPT b. MS Pro- ject c. Excel	RE- DACTED



2	Safety and environ-mental	a. The supplier should demonstrate meeting Safety, Environmental and Carbon Reduction requirements as a supplier	https://iasme.co.uk/cyber-essentials/ncsc-certifi-cate-search/	a. b.	MS Excel MS Word	RE- DACTED
3	Outputs and Ac- ceptance	a. Conceptual architecture b. Logical architecture c. Project architecture roadmap sequence of proposed solution. Also provide a Level1 map landscape of the Inventory Financial Accounting process. d. Specify scope,	Contract Award + 16 weeks	a.	MS Word, Visio and or PPT	RE-DACTED



design, outline benefits and ROM cost in support of OBC, GAP analysis		
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The Deliverables are more particularly described in Attachment 1 (Services Specification).

Sites for the provision of the Services

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

The Supplier shall provide the Services and/or Deliverables in a hybrid manner from home locations and the following Sites:

Buyer Premises:

Defence, Equipment & Support (DE&S) MoD Abbey Wood Elm 3A #4343 Bristol BS34 8JH

Supplier Premises:

10 Bressenden Place, London, SW1E 5DN, United Kingdom

Third Party Premises:

Not Applicable

Additional Standards

Guidance Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.

DEF STAN 00-056; DEF STAN 00-055 & PPN 06/21

Key Supplier Personnel

Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

REDACTED - main contact

Buyer Property



Guidance Note: see definition of Buyer Property in Schedule (Definitions) of the Call-Off Terms. Include details of any property other than real property or IPR below.

Not Applicable

Buyer Security Policy

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

See attached SAL

Buyer Enhanced Security Requirements

Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier's use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.

Not Applicable

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 (£) 1,000,000.00 in the aggregate

Professional Indemnity Insurance (£) 1,000,000.00 in the aggregate

Key Sub-Contractors

Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.

PA Holdings Limited

Part 2 - Charges, Payment and Invoicing

Contract Charges (excluding VAT)

Guidance Note - insert the applicable Charges having regard to Framework Schedule 3 (Framework Prices and Charging Structure) and include details of time and materials and any fixed price. Also include details of any agreed expenses and terms relating to such expenses.

The Total Maximum Charges for this Call-Off Contract (Order Form) is £400,000.00 excl. VAT & incl. expenses

All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

Guidance Note – insert details of payment profile which may be monthly or quarterly in arrears or the parties may agree to include payments associated with the achievement of milestones, in which case details of milestones payments should be included here.

Milestone	Deliverable	Date	Value



Milestone 1	D1 - Monthly Sprint Review	14th June 2024	£REDACTED VAT)	(exc.
Milestone 2	D2 - Monthly Sprint Review	12th July 2024	£REDACTED VAT)	(exc.
Milestone 3	D3 - Monthly Sprint Review	9th August 2024	£REDACTED VAT)	(exc.
Milestone 4	D4 - Monthly Sprint Review	6th September 2024	£REDACTED VAT)	(exc.

If this Call-Off Contract is terminated by the Buyer before completion of a particular Milestone, the Supplier may invoice the Buyer and the Buyer shall pay the Supplier, on a time and materials (T&M) basis for Services performed up to the date of termination. The pricing shall not exceed the maximum framework prices and shall be constructed using the Supplier timecard data and TS3 framework ratecards. The data and information shall be presented to the Buyer to evidence the charges for those services performed up to the date of termination.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices will be payable via Exostar and CP&F. These can be billed to UIN (unit identity number) D4497V addressed at:

Defence, Equipment & Support (DE&S) MoD Abbey Wood Elm 3A #4343 Bristol BS34 8JH

All invoices must include the project reference **711715450**.

Method of Payment

The payment method for this Contract is the Buyer's e-payment "CP&F" (Contracting, Purchasing & Finance) system.

Contract Maximum Anticipated Potential

Value: £400,000

Part 3 - Additional and Alternative Buyer Terms

Additional Schedules and Alternative 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 Lot 1.

Additional Schedules

Guidance Note: Tick any applicable boxes below



Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	
S2: Continuous Improvement	
S3: Supply Chain Visibility	

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

IPR

Notwithstanding clause 13.3, all New IPR shall vest in the Supplier, and the Buyer will be granted an irrevocable royalty free licence to use the New IPR to the extent necessary for implementing and delivering the services

Buyer Responsibilities

- Provision of MOD IT and site passes to all Supplier personnel
- Provision of a product owner to sign off on all deliverables within 5 days of submission –
 where no feedback is received the deliverables shall be deemed signed off
- Provision of documentation in a timely manner including: existing system as-is low-level and high level designs; existing defence support roadmaps
- Provision of access to stakeholders in a timely manner, including: current users; product owners and system architects

Liability

Guidance Note: to the extent that the Buyer would like to <u>increase</u> the limits of liability contained in Clause 12.1 of the Call-Off Terms, then specify the alternative limit below. Neither party is permitted to lower the limits set out in Clause 12.1 of the Call-Off Terms.

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:

Termination for Convenience

Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be amended from 30 Working Days – IAW DEFCON 656A – 08/16



Section C Supplier response

Commercially Sensitive information

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

No.	Items of Confidentiality	Duration of confidentiality
1	Identity of professional staff and skills	5 years
	experience	
2	Fee rates for professional staff	5 years
3	PA Consulting Methodologies and Tools	5 years

Section D Contract award

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

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED
Job role/title	Member of PA's Management Group
Signature	REDACTED
Date	17/05/2024

For and on behalf of the Buyer

Name	REDACTED
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Job role/title	DES Digital Commercial
Signature	REDACTED
Date	17/05/2024



Attachment 1 – Services Specification

RM6100-Lot1-PA Consulting Services Ltd-07
Contract Number 711715450
Systems and Application for Accounting and Reporting Inventory (SAFARI)

Background

- 2. Management Information Reporting And Data Analysis (MIRANDA) is the application used for planning, monitoring and reporting Defence Inventory Financial position, currently supported by a sustainment contract with Fujitsu.
- 3. The MIRANDA Application hosting and functionality has been selected to undergo a series of significant modifications in order to align with the BMfS mandated direction and strategy. Failure to deliver these changes could led to qualifying to NAO audit and scrutiny along with the inability to deliver Inventory Financial Accounting for Defence.
- 4. These changes require service design and technical deliverables, with expertise in understanding conceptual architecture leading to logical architecture along with creation of a plan of migration of the application to an appropriate Cloud architecture with minimal disruption to live operation.

Objectives

- 5. The Authority requires a supplier who understands the Defence Support landscape will work as part of the Buyer's MAT team to deliver the outputs in an agile approach outlined in the Scope of Work. At a high level, the purpose of these deliverables is to define the scope and high level cost of the subsequent SAFARI project design and implementation activities which will help evolve the mandate from BMfS.
- 6. The Authority requires the supplier to deliver the outputs in support of Business Change activities for the Logistics & Support Operating Centre (LSOC).
- 7. The Authority requires the supplier to:
 - a. Deliver project management outputs, including the capture of a Master Data, & Assumptions List (MDAL)
 - b. Identify the capabilities needed to deliver future Inventory Financial Accounting (IFA). and propose a pragmatic approach to optimising how these capabilities are delivered. Note: the current systems delivering IFA capability feeds from retirement earmarked systems such as DPCA, ISOPS, SCS(Muns), MISA, which as part of SAFARI project needs to be integrated within the scoped functionality.
 - c. Develop an architecture comprising both Conceptual and Logical views, which show how the IFA capabilities could be delivered using solution agnostic technology components (e.g. Cloud), including interface and integration mapping within appropriate architecture diagrams.
 - d. Develop a roadmap which defines the activities, and dependencies required to conduct the detailed design, build, and transition to the new IFA architecture.
 - e. Identify the appropriate candidate MODCloud services to migration.
 - f. Provide input for Outline Business Case (OBC) development and support approval process.



Scope of Work

In Scope

- 8. Overseeing daily Project Management activities including:
 - a. Input of other relevant suppliers and stakeholders
 - b. Maintenance of project schedules and plans
 - c. Identification of project risks and appropriate management plan
 - d. Support to stakeholder management and comms
- 9. Planning and supporting the Project Approval process
- 10. Support to business change activities, such as liaising with existing teams (e.g. IAET and BMfS) to aid the architecture development
- 11. Support to development of the architecture (conceptual and logical) and roadmap for the future IFA capability

Partners

12. The Supplier will be required to work collaboratively with MOD and other supplier staff in a single-team model. Supplier staff will support/lead the project and provide technical and commercial direction and oversight on behalf of the Authority. Close cooperation will be needed with IAET, DES Dig, BMfS, and their existing supplier staff. The team will also need to work closely with the Authority's suppliers.

Tasks/Requirements (Points 12, 13 and 14 are also referred within order form)

- 13. Project Management
 - i. Actively engaging with the IAET team and other stakeholders to understand how Inventory Financial Accounting can be optimised.
 - j. Maintaining effective governance drumbeat regime
 - i. Daily stand up
 - ii. Weekly stand up
 - iii. Monthly project brief
 - k. Maintaining an overarching Delivery Schedule using Sprints.
 - I. Proactively engaging with sub-teams, assuring integrity of plans and schedules, and mitigating risks, escalating any issues as needed.
 - m. Managing and reporting of Risk, Assumptions, Issues, Dependencies and Opportunities (RAIDO) through tracking and support Authority to update ARM.
 - n. Managing and reporting of Master Data and Assumptions List (MDAL).
 - o. Managing and capturing of requirements required for project delivery.
 - p. Engage on behalf of MoD with various level of Seniority.

14. Safety & Environmental Consideration

- b. The supplier should meet the following requirements:
 - i. Safety Management Arrangements in order to meet the requirements of DEF STAN 00-056; DEF STAN 00-055
 - ii. Environmental Management Arrangements in order to meet the requirements of DEF STAN 00-051
 - iii. Consideration of Carbon Reduction (net Zero) and application of Carbon Reduction PPN 06/21



15. Outputs and Acceptance

- a. Conceptual architecture identify the business scope using the creation of a business capability map and level 1 business processes for IFA, and propose high level building blocks required to fulfil this need
- b. Logical architecture in alignment with the conceptual architecture, identify the next level solution building blocks required to deliver the capability, including information flow requirements
- c. Roadmap
 - High level activities and critical path required to design, build and implement the solution, including project artefacts such as RAIDO, MDAL, CDAL etc.
 - ii. Level 1 process flow of financial activities required from data feed to GL posting along with opportunities
- d. Provide solution recommendation for input to business case covering options of:
 - i. Do nothing
 - ii. Do minimum
 - iii. Do optimum
- e. Project approval input to the OBC development including ROM Cost for SAFARI project along with approval support.

Security

16. All contractors working on this task will need to hold full SC clearance, with no caveats, for the duration of the tasking. Documentation will be no higher than Official - Sensitive classification. All documents and artefacts, other than initial project and commercial correspondence, is to be stored on MOD infrastructure (Teams and SharePoint) and not on local UAD hard drives. No documentation is to be stored on supplier infrastructure unless otherwise agreed in writing.

Place of Performance

17. The work is to take place at DE&S Headquarters at MOD Abbey Wood in Bristol when needed.

However, it is noted that in line with DE&S Smart Working policy, attendance at the office itself is only required when there is a need/purpose to do so (e.g. a face to face workshop) or as directed by the project lead.

Government-Furnished Equipment (GFE)

- 18. Certain contractor individuals working on this task will require a MODNET Official account and associated laptop device. This will be provided during onboarding. This will also facilitate connection remotely via VPN, as needed.
- 19. Some individuals will be provided MODNET Official Virtual Desktop (MOVD) capability. This will allow access to MODNET Official desktop and applications virtually, in a secure way, via any corporate device, at any location.

Travel

20. All travel required outside of the principal location (MoD Abbey Wood) will be chargeable in line with MoD's expense policy.



Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

Not Applicable as the Supplier shall not be authorised to process any Personal Data under this Contract



Attachment 3 – Transparency Reports

Not applicable



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

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/acquisition-operating-framework. The following MOD DEFCONs and DEFFORMs form part of this contract:

Within the scope of the Contract, the Supplier agrees to the following conditions where "Contractor" shall mean the Supplier and "Authority" shall mean the Buyer:

DEFCON 76 – 06/12 - Contractor's Personnel at Government Establishments

DEFCON 513 - 07/21 - Value Added Tax

DEFCON 514 - 08/15 - Material Breach

DEFCON 515 - 06/21 - Bankruptcy and Insolvency

DEFCON 516 - 04/12 - Equality

DEFCON 522 - 11/21 - Payment and Recovery of Sums Due

DEFCON 524 – 12/21- Rejection

DEFCON 525 - 10/98 - Acceptance

DEFCON 531 – 9/21 - Disclosure of Information

DEFCON 534 - 06/21 - Subcontracting and Prompt Payment

DEFCON 611 - 02/16 - Issued Property

DEFCON 612 – 06/21 – Loss or Damage to the Articles

DEFCON 604 - 06/14 - Progress Reports

DEFCON 608 – 07/21 - Access and Facilities to be Provided by the Contractor

DEFCON 609 - 07/21 - Contractor's Records

DEFCON 625 – 06/21 - Co-operation on Expiry of the Contract

DEFCON 642 – 07/21 - Progress Meetings

DEFCON 656A – 08/16 – Termination for Convenience

DEFCON 658 - 09/21 - Cyber





Contract name: SAFARI

Risk Assessment Ref: RAR-240430A04

Cyber Risk Profile: Low

DEFCON 660 - 12/15 - Official Sensitive Security Requirements

DEFCON 671 – 10/22– Plastic Packaging Tax

DEFCON 695 - 02/15 - Contract Costs Statement Post Costing (Non-qualifying Contract)





Defence, Equipment & Support (DE&S) MoD Abbey Wood Elm 3A #4343 Bristol BS34 8JH

File reference: 711715450

Date: 09/05/2024

PA Consulting Services Limited

10 Bressenden Place,

London,

SW1E 5DN

ITT NUMBER & TITLE: 711715450 Systems and Application for Accounting and Reporting Inventory (SAFARI)

- 1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
- 2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition Annex B attached outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Data relating to item holding within MOD inventory and associated systems	Official Sensitive Commercial
As-is detailed technical architecture of systems used to date	Official Sensitive
Summary Technical architecture and associated reference architectures	Official Sensitive
Inventory pricing data	Official Sensitive Commercial
Data relating to item movement within MOD inventory and associated systems	Official Sensitive Commercial
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RM6100 Order Form - Lot 1



Annex 2 – RM6100 Technology Services 3 LOT 1 Call Off Terms

