



Ministry of Defence

DE&S P3M Support

Our Reference: CCDT/668

Dear Sir/Madam,

Invitation To: Tender Reference Number: CCDT/668- DE&S P3M Support

1. You are invited to tender for DE&S P3M Support in accordance with the attached documentation.
2. The anticipated date for the contract award decision is 17-April-2020, please note that this is an indicative date and may change.
3. You must complete the SAQ on Defence Contracts Online (DCO). Suppliers must log in, go to your Response Manager and add the following Access Code: SABBB275CR.
4. You must submit your Tender no later than 06-April-2020 09:00:00. Tenders are to be submitted to AWARD. To register for an account please;

Register as a Supplier for AWARD using this URL:

<https://award.bravosolution.co.uk/p3m/web/project/110/register>

The bidders will be able to get immediate access to the non-Official- Sensitive documents.

To access Official- Sensitive documents, once registered the bidder should raise a clarification in AWARD requesting access to the OS documents. You will need to provide the following details of the individuals needing access to this Official Sensitive area:

- Name
- Date of birth

The Authority will check against the DBS system and will inform the bidder if access has been granted by responding to the Clarification raised. The bidder will then be able to access the Official- Sensitive document site, using the same username and password.

You shall submit your tender anonymised on AWARD - this means that it should not be possible to identify from your tender that you have provided the response.

5. Additionally, you must submit a signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender to the Tender Board.

You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of your Tender when you submit your paper copy to the Authority.

Yours faithfully

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Terms and Conditions

DEFFORM 47

Contents

This invitation consists of the following documentation:

- DEFFORM 47 - Invitation To Tender. The DEFFORM 47 sets out the key requirements that Tenderers need to meet in submitting a valid Tender. It also sets out the conditions relating to this competition. For ease it is broken into:

- Section A - Introduction
 - Funding
 - DEFFORM 47 Definitions
 - Purpose
 - ITT Documentation and ITT Material
 - Tender Expenses
 - Material Change of Control from Supplier Selection
 - Contract Conditions
 - Consultation with Credit Reference Agencies
 - Other Information
- Section B - Key Tendering Activities
- Section C - Instructions on Preparing Tenders
 - Tenders for Selected Contractor Deliverables
 - Construction of Tenders
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- Section F - Conditions of Tendering
 - Conforming to the Law
 - Bid Rigging and Other Illegal Practices
 - Conflicts of Interest
 - Government Furnished Assets
 - Standstill Period
 - Publicity Announcement
 - Sensitive Information
 - Reportable Requirements
 - Specific Conditions of Tendering
- DEFFORM 47 Annex A – Tender Submission Document (Offer)
 - Appendix 1 to DEFFORM 47 Annex A (Offer) – Information on Mandatory Declarations

- • Statement of Requirement: SC2 – Schedule 2
- Contract Conditions
- DEFFORM 111 - Appendix to Contract - Addresses and Other Information
- Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)
- DEFFORM 28 – Tender Return Label
- Any other relevant documentation:

Security Aspects Letter is provided at SC2 Schedule 16 Annex A

Section A - Introduction

Funding

A1. Funding has been approved on 31-DEC-2019

DEFFORM 47 Definitions

A2. "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.

A3. "Tenderer" means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this Invitation to Tender. Where "you" is used this means an action on you the Tenderer.

A4. "Invitation to Tender" (ITT) refers to the first document that the Authority sends out to potential Tenderers that initiates a tender response, competitive dialogue or negotiation.

A5. A "Tender" is the offer that you are making to the Authority.

A6. "Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificates(s) of Conformity supplied in accordance with any Quality Assurance (QA) requirements, if specified) and any associated technical data which the contractor is required to provide under the contract in accordance with the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports.

A7. "Schedule of Requirements" means that part of the contract which identifies, either directly or by reference, the Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Contractor Deliverable.

A8. The "Statement of Requirement" details the technical requirements and acceptance criteria [Schedule 8 in SC2] of the Contractor Deliverables. The Statement of Requirement is attached at Annex to this DEFFORM 47. This may include the System Requirements Document (SRD).

A9. "Conditions of Tendering" means the conditions set out in the DEFFORM 47 that govern the competition.

A10. "Contract Conditions" means the attached conditions that will govern any resultant contract.

A11. A "Third Party" is any person who is not an employee of the Authority or Tenderer, as defined at A3.

Purpose

A12. The purpose of this ITT is to invite you to propose a solution / best price to meet the Authority's requirement. This documentation explains and sets out the:

- a. tender process and timetable for the next stages of the procurement;
- b. instructions and conditions that govern this competition;
- c. information you must include in your Tender and the required format;
- d. administrative arrangements for the receipt and evaluation of Tenders; and
- e. Contract Conditions that shall apply in the event that the Authority awards a contract following this competition.

A13. The sections in this ITT and associated documents are structured in line with a

generic tendering process and do not indicate importance / precedence.

A14. This ITT has either been issued to all potential Tenderers that expressed an interest, or has been issued to all potential Tenders chosen during the Tender selection stage listed on page 2 of this DEFFORM 47.

A15. This Requirement was Advertised (Publication: CONTRACTS FINDER; Publication Date:) and is In accordance with Public Contracts Regulations 2015.

ITT Documentation and ITT Material

A16. ITT Documentation means any information in any medium or form (for example drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings), issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Material means any other material (including patterns and samples), equipment or software issued to you, or to which you have been granted access, by the Authority for the purposes of responding to this ITT. ITT Documentation, ITT Material and any Intellectual Property Rights (IPR) in them shall remain the property of the Authority or other Third Party owners and is released solely for the purposes of enabling you to submit a Tender. You must:

- a. take responsibility for the safe custody of the ITT Documentation and ITT Material and for all loss and damage sustained to it while in your care;
- b. not copy or disclose the ITT Documentation or any part of it to anyone other than the bid team involved in preparing your Tender, and not use it except for the purpose of responding to this ITT;
- c. seek written approval from the Authority if you need to provide access to any ITT Documentation or ITT Material to any Third Party;
- d. abide by any reasonable conditions imposed by the Authority in giving its approval under sub-paragraph A16.c, which at a minimum will require you to ensure any disclosure to a Third Party is made by you in confidence. Alternatively, due to IPR issues for example, the disclosure may be made, in confidence, directly by the Authority;
- e. accept that any further disclosure of ITT Documentation or ITT Material (or use beyond the original purpose), or further use of ITT Documentation or ITT Material, without the Authority's written approval may make you liable for a claim for breach of confidence and / or infringement of IPR, a remedy which may involve a claim for compensation;
- f. inform the named Commercial Officer if you decide not to submit a Tender;
- g. immediately return all ITT Documentation, ITT Material and derived information of an unmarked nature, should you decide not to respond to this ITT, or you are notified by the Authority that your Tender has been unsuccessful; and
- h. consult the named Commercial Officer to agree the appropriate destruction process if you are in receipt of ITT Documentation and ITT Material marked 'OFFICIAL-SENSITIVE' or 'SECRET'.

A17. Some or all of the ITT Documentation and ITT Material may be subject to one or more confidentiality agreements made between you and either the Authority or a Third Party, for example a confidentiality agreement established in the form of DEFFORM 94. The obligations contained in any such agreement will be in addition to, and not derogate from, your obligations under paragraph A16 above.

Tender Expenses

A18. You will bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority will not reimburse you.

Material Change of Control from Supplier Selection

A19. You must inform the Authority in writing if there is any material change in control, composition or membership of your organisation and / or consortium members, including any sub-contractors at any time during the procurement process. This may affect your right to stay in the competition.

Contract Conditions

A20. Standardised Contract 2 (SC2) conditions are attached.

Consultation with Credit Reference Agencies

A21. The Authority may consult with credit reference agencies to assess your creditworthiness. This information may be used to support and influence decisions to enter into a contract with you.

Other Information

A22. Please read SC2 and the Schedules for any further information.

Section B - Key Tendering Activities

The key dates for this procurement are currently anticipated to be as follows:

Stage	Date and Time	Initiated By	Submit to:
Invitation to Bidders Conference	N/A	N/A	N/A
Date for Confirmation of attendance at Bidders Conference	N/A	N/A	N/A
Final date for Clarification Questions / Requests for additional information	20/03/2020 10:00	Tenderers	Shannon Sawyer – via AWARD
Final Date for Requests for Extension to return date	23/03/2020 10:00	Tenderers	Shannon Sawyer – via AWARD
The Authority issues Final Clarification Answers	26/03/2020	The Authority	All Tenderers ³
Tender Return	06/04/2020 09:00	Tenderers	AWARD
Tender Evaluation	From 06/04/2020	The Authority	AWARD
Negotiations	N/A	N/A	N/A
Reverse Auction	N/A	N/A	N/A
Trials / Testing	N/A	N/A	N/A

Notes

1. A Bidders Conference is where the Authority presents the requirement to all Tenderers at the same time. A copy of the presentation will be issued to all Tenderers regardless of attendance. It gives you an opportunity to ask questions about the requirement. The Tenderer must provide the name(s) of those attending the Bidders Conference to the above named contact, by the date shown, so that access to the site can be arranged. – Not Applicable

2. The Tenderer must make requests for an extension in writing (email is sufficient) to the above named contact, by the date and time shown. Any extension is at the sole discretion of the Authority and if granted will be granted to all Tenderers.

3. The Authority will automatically copy questions and answers to all Tenderers, removing the names of those who have raised the questions. If you do not want your question disclosed you must inform the Authority of this and the reason why when submitting the question. The Authority may choose to discuss with you whether it is appropriate to disclose the question or response, or both, to

other Tenderers. If the Authority decides to disclose, you will be given the opportunity to withdraw your question. Where a question reveals a piece of information that could significantly impact the Tenderers responses this may result in an extension of the Tender return date. The Authority will endeavour to ensure that you have at least 10 working days to submit your Tender.

Negotiations are not permitted under the Open or Restricted Procedures.

Section C - Instructions on Preparing Tenders

Tenders for Selected Contractor Deliverables

C1. The Authority reserves the right to reject all or part of your Tender where you have not tendered for all of the Contractor Deliverables.

Construction of Tenders

C2. Your Tender must be written in English, using Arial font size 11. Prices must be in GBP. Prices must be Firm Price. Further details of price breakdown SC2 Schedule 2 Annex A Pricing Table and Schedule 2 Annex B Rate Card.

C3. To assist the Authority's evaluation please set out your Tender response in accordance with Section D (Tender Evaluation).

Validity

C4. In accordance with F3 your Tender must be valid / open for acceptance for 90 (ninety) calendar days from the Tender return date. If successful, your Tender must be open for acceptance for a further thirty (30) calendar days.

Variant Bids

C5. Variant Bids. Any Tender made subject to additional or alternative Contract Conditions alone is not a variant bid. A variant bid is a Tender that offers an alternative approach to, or method of, meeting the Authority's requirements as set out in the ITT Documentation. Where the tender evaluation has a pass / fail for the Contract Conditions the Authority may reject the Tender on the grounds of such additional or alternative Contract Conditions.

C6. The Authority can only evaluate Variant Bids during this competition where it was stated at the expression of interest stage that Variant Bids would be accepted. In these circumstances the Authority will give full and careful consideration to any permitted variant bids received. Any variant bid should, as far as possible, meet the attached Conditions of Tendering and Contract Conditions. Where you submit a variant bid, you are required to submit two Tenders, one against the Statement of Requirement and one variant bid. The standard Tender must meet the 'minimum' tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering. Variant bids will be evaluated in accordance with the tender evaluation criteria as set out in Section D (Tender Evaluation) and must be submitted in accordance with the Conditions of Tendering.

Pricing

C7. The procurement will have a total affordability cap of £4.6M. Contractors will be allowed to submit variant bids for Infrastructure/Platform as a Service and Application Support Service separately. The best VFM combination will consider variant bids choosing the highest ranked bid or combination of bids within the affordability limit.

C8. Suppliers will be required to submit pricing for the Support requirement but can submit variant bid pricing for Infrastructure/Platform as a Service and/or Application Support Service separately. This opens up the possibility of pricing being submitted as follows:

a. Variant bids

- i. Pricing submitted for Infrastructure/Platform as a Service - Annex A to Schedule 2 – Table 1
- ii. Pricing submitted for Application Support Service - Annex A to Schedule 2 – Table 2

b. Combined bids

- i. Pricing Submitted for the Combined Support Requirement – Annex A to Schedule 2 – Table 3

Tender Documents

C9. The Authority have uploaded additional documents onto the AWARD Data room. The bidder will need to register for an account to be able to access these documents (see Section E for further information).

C10. You shall submit your tender anonymised on AWARD - this means that it should not be possible to identify from your tender that you have provided the response.

Section D - Tender Evaluation

TENDER EVALUATION STRATEGY P3M SUPPORT

1. This tender evaluation strategy concerns the procurement for P3M Support which covers:
 - a. DE&S P3M Infrastructure and Platform Support Service
 - b. DE&S P3M Application Support Service
2. It is based on the following assumptions:
 - a. A single bidder for both elements is likely to offer efficiencies and introduce the opportunity of a lower cost solution,
 - b. However, allowing contractors to bid for infrastructure and platform as a service and Application Support individually would enable a broader range of technical solutions to be proposed,
 - c. Splitting the requirement between infrastructure and platform as a service and Application Support also allows for a different weightings on the technical aspects to be set - with a higher weighting for technical on Application Support,
 - d. There is a hard affordability cap of £4.6M that cannot be exceeded,
 - e. **Conclusion** - The procurement will have a total affordability cap of £4.6M. Contractors will be allowed to submit variant bids for infrastructure and platform as a service and Application Support separately. The best VFM combination will consider variant bids choosing the highest ranked bid or combination of bids within the affordability limit.
3. This tender evaluation strategy identifies the basis on which a contract or contracts will be awarded and the criteria applied. It provides the evaluation methodology against which tenders will be scored.

Evaluation Process

4. The evaluation will use the VFM Weighted Index methodology.
5. The formula for calculating the winning bidder (the highest index wins) is:

$$\text{VFM Weighted Index} = \frac{\text{Weighted Technical Score}}{\text{Price}} \quad \begin{array}{l} \text{(see Para 6)} \\ \text{(see Para 7)} \end{array}$$

6. The Weighted Technical Score is calculated from the Technical scores for infrastructure and platform as a service and Application Support. These are each adjusted to reflect the weighting applied as follows:

$$\text{Weighted Tech Score (1a)} = (\text{Tech Score}^{60/40}) \quad - [1]$$

$$\text{Weighted Tech Score (1b)} = (\text{Tech Score}^{70/30}) \quad - [2]$$

$$\text{Weighted Tech Score (Support)} = [1] + [2]$$

7. The Price to be used in the evaluation is the price provided Pricing Table Contract Year 1 and 2 - Contract commencement to 09-August 2022.from the bids.
8. Variant bids will be accepted and if any are received, they will be included in the above evaluation. There would need to be a viable combination infrastructure and platform as a service and Application Support variant bids. All combinations of variant bids will be considered but only those coming under the affordability cap will be considered.
9. In the event of a tie, the following process would be followed:
 - a. The bid(s) with the highest weighted technical score (infrastructure and platform as a service and Application Support) would be awarded the contract(s).
 - b. If this does not result in a winning bidder, the bid with the highest (unweighted) technical score for Application Support will be awarded the contract
 - c. If the above does not provide a winner, the tied companies will be asked to submit a best and final offer in terms of cost and the calculation for weighted VFM index will be undertaken again to determine which has won.
10. In the event that no bidders achieve the minimum score, the Authority reserves the right to review the bidders scores for the following questions;

Phase 1 – Best compliant bidder (0 considered a fail)

Phase 2 – If no compliant bidder, include all bidders with only 1 fail/0 in the following questions:

- Part A – Q9. Security
- Part A - Q10. Disaster Recovery
- Part B – Q8 Security
- Part B – Q9 Disaster Recovery

Phase 3 – If still no compliant bidder, reserve right to reinclude all bidders with 2 fails/0s in the following questions

- Part A – Q9. Security
- Part A - Q10. Disaster Recovery
- Part B – Q8 Security
- Part B – Q9 Disaster Recovery

Bidders that achieved a score of 0 against the above questions will then be considered.

Section D – Annex A TENDER QUESTIONNAIRE FOR P3M SUPPORT

TECHNICAL QUESTIONNAIRE

PART A - PART 1 - INFRASTRUCTURE AND PLATFORM SUPPORT SERVICE - BASIC TECHNICAL COMPLIANCE

**BASIC COMPLIANCE QUESTIONS FOR P3M INFRASTRUCTURE AND PLATFORM SUPPORT
SERIVCE (MUST ACHIEVE A PASS AGAINST ALL QUESTIONS TO PROCEED TO TECHNICAL
EVALUATION)**

Part A - Q1.1. Experience of Potential Provider		PASS/FAIL
Requirement Reference: N/A		
Response Requirement		
Please confirm that you have previous substantive experience of delivering Infrastructure as a Service and Platform as a Service support arrangements for a secure / restricted hosted on-premise Primavera solution.		
Evidence		
<p>Please provide one case study of your provision of support arrangements for a client of a secure / restricted hosted on-premise Primavera solution that included definitive Infrastructure as a Service and Platform as a Service offerings:</p> <ul style="list-style-type: none"> • describe your role • how you worked with the client to implement the solution • the system management tools used to deliver the solution • the outcomes and benefits for the client and • any lessons learned that you would feed into your approach of working with DE&S <p>Case study not to exceed five sides of A4.</p>		
Evaluation Guidelines		
The response will be evaluated using the scoring methodology provided. Any response scoring 'fail' against this question will make the tender non-compliant and the tenderer is shall be rejected from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.		
Scoring	Scoring Description	

PASS	The case study provided by the Potential Provider demonstrates that they have previous and substantive experience of delivering Infrastructure as a Service and Platform as a Service support arrangements for a secure / restricted hosted on-premise Primavera solution.
FAIL	The case study provided by the Potential Provider fails to demonstrate that the Potential Provider has previous and substantive experience of delivering Infrastructure as a Service and Platform as a Service support arrangements for a secure / restricted hosted on-premise Primavera solution.

Part A - Q1.2. Compliance		PASS/FAIL
Requirement Reference: Part A		
Response Requirement		
Confirm that you are ISO 27001 certified.		
Evidence		
ISO 27001 Certification		
Evaluation Guidelines		
The response will be evaluated using the scoring methodology provided. Any response scoring 'fail' against this question will make the tender non-compliant and the tenderer is shall be rejected from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.		
Scoring	Scoring Description	
PASS	Evidence of 27001 certification has been provided and / or statement has been provided that the Potential Provider is working towards this and will have achieved accreditation by contract start.	
FAIL	There is no evidence of 27001 certification and there is no evidence that the Potential Provider is working towards this and will have achieved accreditation by contract start.	

TECHNICAL QUESTIONNAIRE

Part A - Q2. Transitioning		Weighting 15%
Requirement Reference: Part A - 2.1 & 2.2		
Response Requirement		
<p>Please provide your Onboarding Plan to demonstrate how the Infrastructure and Platform Support Service and wider DE&S P3M Service will be stood up and transitioned from the Authority and the incumbent supplier to the Infrastructure and Platform Support Contractor. Your response should demonstrate and provide the necessary steps to ensure that the following objectives are being met:</p> <ul style="list-style-type: none"> • Planning • Discovery and Audit • Evaluation • Implementation (including all monitoring required to undertake the Infrastructure and Platform Support Service) • Service Acceptance Testing • Sign-off 		
Evidence		
Submit your Onboarding Plan in accordance with the response requirement.		
Evaluation Guidelines		
<p>The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.</p>		
Scoring	Scoring Description	
10 – Excellent	<p>The Onboarding Plan provides a clear comprehensive plan and steps of how the Infrastructure and Platform Support Contractor plans to stand up and will transition the Infrastructure and Platform Support Service from the existing supplier. The Onboarding Plan clearly articulates the process for achieving the onboarding objectives and identifies relevant risks and mitigations that give high confidence in the plan. Through the</p>	

	<p>detail provided the Authority has high confidence that the Infrastructure and Platform Support Contractor has detailed strategies to minimise, prevent and / or mitigate disruption or inconvenience to the Authority. Overall, the Onboarding Plan provides detail to gives the high confidence that the Infrastructure and Platform Support Service would be stood up and transition in an orderly and controlled methodology. The Onboarding Plan clearly outlines how each of the Onboarding Objectives will be met and provides comprehensive detail and achieve a commencement of the formal Infrastructure and Platform Support Service from 10 August 2020.</p>
7 – Good	<p>The Onboarding Plan provides a detailed plan and steps of how the Infrastructure and Platform Support Contractor plans to stand up and transition the Infrastructure and Platform Support Service from the existing supplier. The Onboarding Plan gives a process for achieving the onboarding objectives and identifies some relevant risks and mitigations that give confidence in the plan. Through the detail provided the Authority has confidence that the Infrastructure and Platform Support Contractor has some strategies to minimise, prevent and / or mitigate disruption and inconvenience to the Authority. Overall, the Onboarding Plan gives confidence that the Infrastructure and Platform Support Service would be stood up and transition and achieve a commencement of the formal Infrastructure and Platform Support Service from 10 August 2020.</p>
3 – Adequate	<p>The Onboarding Plan provides high level plan and steps of how the Infrastructure and Platform Support Contractor plans to stand up and transition the Infrastructure and Platform Support Service from the existing supplier. The Onboarding Plan lacks detail and a process for achieving the onboarding objectives or only addresses some of the objectives. Identified risks are generic and / or no mitigation strategies have been provided. There is a lack of detail and / or the response to standing up and transitioning the Infrastructure and Platform Support Service is generic and the risks and mitigations are not relevant. It is not clear how the Infrastructure and Platform Support Contractor would minimise, prevent and / or mitigate disruption and inconvenience to the Authority. Overall, the Onboarding Plan is adequate and gives some confidence that the Infrastructure and Platform Support Service is likely be stood up and transition and achieve a commencement of the formal Infrastructure and Platform Support Service from 10 August 2020.</p>
0 – Inadequate	<p>The Onboarding Plan is inadequate and fails to provide a plan and/or steps of how the Infrastructure and Platform Support Contractor would stand up and/or transition the Infrastructure and Platform Support Service from the existing supplier. The Onboarding Plan has gaps in the information provided and lacks detail or there are gaps in how the onboarding objectives will be achieved. Risks and mitigations have not been identified and more generally the plan lacks detail. It is not clear how or if the Infrastructure and Platform Support Contractor would minimise, prevent and / or mitigate disruption and inconvenience to the Authority. Overall, the Onboarding Plan is inadequate and gives limited</p>

	confidence that the Infrastructure and Platform Support Service would be stood up and/or transition and achieve a commencement of the formal Infrastructure and Platform Support Service from 10 August 2020. Alternatively, any Onboarding Plan that does not achieve a formal commencement of the formal Infrastructure and Platform Support Service from 10 August 2020 would be considered inadequate.
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Part A - Q3. Service Management		Weighting 5%
Requirement Reference: Part A - 3.1		
Response Requirement		
Please provide an overview of your operational support facility that you will provide as part of the Infrastructure and Platform Support Service for the Authority and the Application Support Contractor in accordance with the operational support facility requirement. Your response should explain in detail how you will meet each element of the operational support facility and how you propose to integrate with the Master Service Desk provided by the Application Support Contractor.		
Evidence		
Submit your proposal for the operational support facility in accordance with the response requirement. The document should not exceed 5 sides of A4.		
Evaluation Guidelines		
The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.		
Scoring	Scoring Description	
10 – Excellent	An excellent overview of the proposed operational support facility has been provided. The information provided is clear about how the operational support facility for the Infrastructure and Platform Support Service will support the Authority and the Application Support Provider in its delivery of the Master Service Desk facility for the P3M Service. The overview provides a comprehensive understanding of how each of the elements will be met and provides high confidence in the operational support facility offering and demonstrates best practice in line with ITIL v3. Overall, the operational support facility proposal gives high confidence that the operational support facility would enable delivery of the P3M Service.	

7 – Good	A detailed overview of the proposed operational support facility has been provided. The information provided explains how the operational support facility for the Infrastructure and Platform Support Service will support the Authority and the Application Support Provider in its delivery of the Master Service Desk facility for the P3M Service. The overview provides good understanding of how each of the elements will be met and provides good confidence in the operational support facility offering and demonstrates best practice in line with ITIL v3. Overall, the operational support facility proposal gives good confidence that the operational support facility would enable delivery of the P3M Service.
3 – Adequate	A brief overview of the proposed operational support facility has been provided. The information provided gives details on the operational support facility for the Infrastructure and Platform Support Service but does not fully explain how this will support the Authority and the Application Support Provider in its delivery of the Master Service Desk facility for the P3M Service. The overview gives an adequate explanation of how each of the elements will be met but lacks depth or has a number of omissions. Overall, it provides some confidence in the operational support facility offering and infers practice in line with ITIL v3. Overall, the operational support facility proposal gives some confidence that the operational support facility would enable delivery of the P3M Service.
0 – Inadequate	A brief overview of the proposed operational support facility has been provided. The information provided gives details on the operational support facility for the Infrastructure and Platform Support Service but does not explain how this will support the Authority and the Application Support Provider in its delivery of the Master Service Desk facility for the P3M Service. The overview provides an inadequate explanation of how each of the elements will be met. Overall, it provides low confidence in the operational support facility offering and/or practice in line with ITIL v3. Overall, the operational support facility proposal gives low confidence that the operational support facility would enable delivery of the P3M Service.

Part A - Q4. Service Levels	Weighting 10%
Requirement Reference: Part A - 4.1 & 4.2 & 4.3	
Response Requirement	
<p>Please provide your proposed Service Level Agreement for the Infrastructure and Platform Support Service covering:</p> <ul style="list-style-type: none"> • Service Level Targets and Service Credits (including Incident Management and Service Requests); • Service availability and performance; 	

- Critical Service Levels;

Please also provide a comparison against the current Service Levels. The current Service Levels have been provided in the data room stating clearly for any Service Level if these have been exceeded, met or not met. You should also propose in your response how you would work with the Application Support Contractor to move towards a combined Service Level Agreement. This should include:

- How you would work with the other party to agree clear responsibilities in collectively delivering the Service Level Agreements to the Authority and provide end to end Service Levels with associated Service Credits applied in the event of failure.
- How you would achieve this, either by shared responsibilities or clear SLAs for each party. If bidding for both Part 1 and Part 2 a combined Service Level Agreement shall be offered
- Proposals for effective measurement of Service Availability and Service Performance (be those shared, end to end, or intelligently split between areas of responsibility), as these measures currently span the responsibilities of both parties.

You should note that as the Authority wish as a minimum retain existing end to end service levels. The current Service Levels have been provided in the data room within the document "Supporting information - Service Levels".

Evidence

Provide your proposed Service Level Agreement, comparison against existing Service Levels, and explanation of how you will work with other parties to provide end to end Service Levels in accordance with the response requirement.

The document must not exceed 5 sides of A4.

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.

Scoring

Scoring Description

10 – Excellent	<p>The proposed Service Level Agreement for the Infrastructure and Platform Support Service is excellent. It contains a comprehensive description of the service offered that materially exceeds the current Service Levels in the following areas:</p> <ol style="list-style-type: none"> 1. Service Level Targets and Service Credits; 2. Managed Service Availability and Performance; <p>giving high confidence in the SLA proposed by the Infrastructure and Platform Support Contractor. In addition, the response explains and provides a sound methodology for how the Infrastructure and Platform Support Contractor will work with the Application Support Contractor to move towards a combined Service Level Agreement or alternatively has offered a combined Service Level Agreement. Overall, the response gives high confidence that the Infrastructure and Platform Support Contractor would enable the provision of the DE&S P3M Service.</p> <p>The contractor has provided a proposal that meets the applicable critical service levels.</p>
7 – Good	<p>The proposed Service Level Agreement for the Infrastructure and Platform Support Service is good. It contains a detailed description of the service offered that materially exceeds the current Service Levels in one of the following areas:</p> <ol style="list-style-type: none"> 1. Service Level Targets and Service Credits; 2. Managed Service Availability and Performance; <p>and meets it in the other area giving a good confidence in the SLA proposed by the Infrastructure and Platform Support Contractor. In addition, the response explains and provides a sound methodology for how the Infrastructure and Platform Support Contractor will work with the Application Support Contractor to move towards a combined Service Level Agreement or alternatively has offered a combined Service Level Agreement. Overall, the response gives good confidence that the Infrastructure and Platform Support Contractor would enable the provision of the DE&S P3M Service.</p> <p>The contractor has provided a proposal that meets the applicable critical service levels.</p>
3 – Adequate	<p>The proposed Service Level Agreement for the Infrastructure and Platform Support Service contains a detailed description of the service</p>

	<p>offered that adequately meets the current Service Levels as follows:</p> <ol style="list-style-type: none"> 1. Service Level Targets and Service Credits; 2. Managed Service Availability and Performance; <p>This gives adequate confidence in the SLA proposed by the Infrastructure and Platform Support Contractor. The Infrastructure and Platform Support Contractor has offered some idea of how they will work with the Application Support Contractor to move towards a combined Service Level Agreement or alternatively has offered a combined Service Level Agreement. Overall, the response gives some confidence that the Infrastructure and Platform Support Contractor would enable the provision of the DE&S P3M Service.</p> <p>The contractor has provided a proposal that meets the applicable critical service levels.</p>
0 – Inadequate	<p>The proposed Service Level Agreement for the Infrastructure and Platform Support Service does not adequately meet the current Service Levels as follows:</p> <ol style="list-style-type: none"> 1. Service Level Targets and Service Credits; 2. Managed Service Availability and Performance; <p>This gives inadequate confidence in the SLA proposed by the Infrastructure and Platform Support Contractor. Alternatively, the Infrastructure and Platform Support Contractor has offered no idea of how they would work with the Application Support Contractor to move towards a combined Service Level Agreement. Overall, the response gives limited confidence that the Infrastructure and Platform Support Contractor would enable the provision of the DE&S P3M Service</p> <p>The contractor has not provided an adequate proposal for applicable critical service levels.</p>

Part A - Q5. Hosting	Weighting 15%
Requirement Reference: Part A - 5.1 & 5.2	
Response Requirement	
<p>Please provide an overview of how you will host the Exadata machine and the DE&S P3M environments and maintain a fully accredited and managed DE&S P3M service, as per the requirement and to meet the proposed Service Level Agreement.</p>	

You should include a summary of your managed service and describe how you will maintain accreditation over the life of the contract. You should confirm if your services are consistent with the requirement and highlight any shortfalls. You should also provide a statement to confirm that you have understood that you shall not access data held on the DE&S P3M. Please also provide details of how you will ensure that this is being applied throughout your organisation.

Please also provide an overview of the level of system monitoring and operational support that you will implement to meet DE&S' expectation of a production platform that is available 24*7 (minus any agreed maintenance windows). This should include any specific toolsets that you will use in performing the Hosting Service.

Evidence

Submit your hosting service proposal that includes details of how you will maintain accreditation for the P3M system. You should also provide an overview of how the system monitoring and operational support enables delivery of a production platform that is available 24*7 and provide information about any toolsets used.

The document should not exceed 5 sides of A4.

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.

Scoring

Scoring Description

10 – Excellent

The response provides a comprehensive explanation of the hosting service and the managed service that the Infrastructure and Platform Support Contractor will provide. There is a detailed explanation of how accreditation will be maintained throughout the life of the contract showing an excellent understanding of the supporting processes. The Infrastructure and Platform Support Contractor has provided evidence of a system monitoring framework relevant to the infrastructure and Platform Service. It has been explained how this could be combined with operational support to meet the expectation of 24*7 production platform availability. The proposed team has the relevant experience and expertise to support the process. Overall, the response has given high confidence in the Infrastructure and Platform Support Contractor's ability to meet the hosting requirement.

7 – Good	The response provides a detailed explanation of the hosting service and the managed service that the Infrastructure and Platform Support Contractor will provide. There is an explanation of how accreditation will be maintained throughout the life of the contract showing a good understanding of the supporting processes. The Infrastructure and Platform Support Contractor has provided evidence of an appropriate system monitoring framework relevant to the Infrastructure and Platform Service. It has been explained how this could be combined with operational support to meet the expectation of 24*7 production platform availability. The proposed team has the relevant experience and expertise to support the process although there are minor gaps. Overall, the response has given good confidence in the Infrastructure and Platform Support Contractor's ability to meet the hosting requirement.
3 – Adequate	The response provides basic details of the hosting service and the managed service that the Infrastructure and Platform Support Contractor will provide. There is a statement that accreditation will be maintained throughout the life of the contract, but it shows limited understanding of the supporting processes. The Infrastructure and Platform Support Contractor has provided minimal evidence of an appropriate system monitoring framework relevant to the Infrastructure and Platform Service. It is not clear how this is combined with operational support to meet the expectation of 24*7 production platform availability. Although a team has proposed it is not clear what experience and expertise that they have to support this process. Overall, the response has given limited confidence in the Infrastructure and Platform Support Contractor's ability to meet the hosting requirement.
0 – Inadequate	The response provides inadequate information of the hosting service and / or the managed service the Infrastructure and Platform Support Contractor will provide. It is unclear that or how accreditation will be maintained, and it shows limited understanding of the necessary processes. The detail provided is insufficient and / or fails to detail the system monitoring framework that will be deployed. It is unclear what team is provided to support this requirement or what their experience and expertise are and / or how they would support the process. Overall, the response has given limited confidence in the Infrastructure and Platform Contractor's ability to meet the hosting requirement.

Part A - Q6. Infrastructure as a Service	Weighting 10%
Requirement Reference: Part A - 6.1	
Response Requirement	
Please provide an overview of your infrastructure as a service offering that you will provide to support the provision of the DE&S P3M service. Your response should clearly outline:	

- the range, type and scope of infrastructure support services;
- details of the infrastructure capacity monitoring that will be used;
- details of the infrastructure capacity reporting that will be supplied to the Authority on a monthly basis which could include sample reports;
- the frequency and levels of advice to optimise the infrastructure usage during the length of the contact
- the levels of expertise in infrastructure capacity planning for Primavera applications where there is > 1000 users

Evidence

Submit your overview in accordance with the response requirement. The document must not exceed 5 sides of A4.

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.

Scoring

Scoring Description

10 – Excellent

A comprehensive overview of the Infrastructure as a Service offering has been provided and the Infrastructure and Platform Support Contractor has provided a detailed explanation of how the DE&S P3M service will be maintained. The explanation covers all aspects of the response requirement in detail and it is clear how such services will be provided. The monitoring offered is excellent and further supported by comprehensive capacity reporting. It is clear how the Infrastructure and Platform Support Contractor would work with the Authority to optimise the infrastructure usage for the duration of the contract. The levels of expertise in infrastructure capacity planning are exceptional. Overall, the response and detailed information provided gives high confidence in the Infrastructure as a Service offering and how the usage of infrastructure would be optimised.

7 – Good	A detailed overview of the Infrastructure as a Service offering has been provided and the Infrastructure and Platform Support Contractor has provided an explanation of how the DE&S P3M service will be maintained. The explanation covers all aspects of the response requirement and it is explained how such services will be provided. The monitoring offered is good and further supported by detailed capacity reporting. There is a good approach of how the Infrastructure and Platform Support Contractor would work with the Authority to optimise the infrastructure usage for the duration of the contract. The levels of expertise in infrastructure capacity planning are good. Overall, the response and information provided gives good confidence in the Infrastructure as a Service offering and gives an approach of how the usage of infrastructure would be optimised.
3 – Adequate	A basic overview of the Infrastructure as a Service offering has been provided and the Infrastructure and Platform Support Contractor has provided a view of how the DE&S P3M service will be maintained. The explanation covers most aspects of the response requirement and there is some explanation how such services will be provided. The monitoring offered is adequate and supported by capacity reporting. There is an adequate approach of how the Infrastructure and Platform Support Contractor would work with the Authority to optimise the infrastructure usage for the duration of the contract although it seems largely generic. The levels of expertise in infrastructure capacity planning are adequate. Overall, the response and information provided gives some confidence in the Infrastructure as a Service offering and a view of how the usage of infrastructure might be optimised.
0 – Inadequate	The Infrastructure as a Service offering is inadequate. There is a lack of explanation of how the DE&S P3M service would be maintained and many aspects of the response requirement have not been addressed or there is no explanation how such services will be provided. The monitoring offered is inadequate and the capacity reporting is insufficient. There is no approach of how the Infrastructure and Platform Support Contractor would work with the Authority to optimise the infrastructure usage for the duration of the contract. The levels of expertise in infrastructure capacity planning are inadequate or have not been provided. Overall, the response and information provided gives limited confidence in the Infrastructure as a Service offering and how the usage of infrastructure might be optimised.

Part A - Q7.1. Platform as a Service	Weighting 20%
Requirement Reference: Part A - 7.1; 7.2; 7.3; 7.4, 7.5; 7.6 & 7.7	
Response Requirement	

Please provide an overview of your platform support service offering that you will provide to support the provision of the DE&S P3M Service. Your response should clearly outline:

- the range, scope and type of platform support services and cover all aspects of platform supports to include: Active system monitoring, operating system support, AD trust support, firewalls, SIEM, Citrix management and backups.

You should also provide the composition and credentials of your platform support team which should include details of the expertise and experience of team members of:

- Citrix administration for Primavera application deployment;
- deployment and maintenance of SIEM Solutions;
- Linux administration;
- firewall management;

as a minimum. You should also identify suitable Contractor Personnel as Key Personnel.

Evidence

Submit your Overview in accordance with the response requirement. This should also clearly highlight any identified Key Personnel to be included in Schedule 2, Annex C. The document must not exceed 5 sides of A4.

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.

Scoring

Scoring Description

10 – Excellent

A comprehensive overview of the Platform Support services has been provided that explains how the Infrastructure and Platform Support Service will support the provision of the DE&S P3M Service. The explanation covers all aspects of the response requirement and it is clear how such services will be provided. The offering against each of the requirements is comprehensive and gives high confidence that each of the requirements would be met. The levels of expertise in Platform Support services are exceptional as the team is considered to have the certified skills and relevant and in-depth technical experience. The Infrastructure and Platform Support Contractor's identified Key Personnel are of high calibre and provide high confidence in their ability

	to deliver the Platform Support Service. Overall, the response gives high confidence in the Platform Support service offering and how this would support provision of the P3M service.
7 – Good	A detailed overview of the Platform Support services has been provided that explains how the Infrastructure and Platform Support Service will support the provision of the DE&S P3M Service. The explanation covers all aspects of the response requirement and it is explained how such services will be provided. The offering against each of the requirements is detailed and gives good confidence that each of the requirements would be met. The levels of expertise in Platform Support services is good as the team appears to have the certified skills and relevant and technical experience. The Infrastructure and Platform Support Contractor's identified Key Personnel are subject matter experts and provide good confidence in their ability to deliver the Platform Support Service. Overall, the response gives good confidence in the Platform Support service offering and how this would support provision of the P3M service.
3 – Adequate	A basic overview of the Platform Support services has been provided that outlines how the Infrastructure and Platform Support Service will support the provision of the DE&S P3M Service. The explanation lacks detail but covers all aspects of the response requirement and there is some indication of how such services will be provided. The offering against each of the requirements is basic and gives some confidence that each of the requirements would be met. The levels of expertise in Platform Support services is adequate as the team appears to have the skills and technical experience. The Infrastructure and Platform Support Contractor's identified Key Personnel have some experience and provide some confidence in their ability to deliver the Platform Support Service. Overall, the response gives some confidence in the Platform Support service offering and how this would support provision of the P3M service.
0 – Inadequate	<p>The overview of the Platform Support services is inadequate, and it is unclear how this would support the provision of the DE&S P3M Service. The explanation lacks detail and does not cover all aspects of the response requirement or there is no indication of how such services will be provided. The offering against each of the requirements is limited and gives little confidence that each of the requirements would be met. The levels of expertise in Platform Support services is inadequate and the team lacks skills and technical experience. The Platform and Infrastructure Support Contractor has not identified Key Personnel, or those Key Personnel identified have limited experience. This provides inadequate confidence in their ability to deliver the Platform Support Service.</p> <p>Overall, the response gives limited confidence in the Platform Support service offering and it is unclear how this would support provision of the P3M service.</p>

Part A - Q8. Exit Management		Weighting 5%
Requirement Reference: Part A - 8.1		
Response Requirement		
<p>Please provide your draft Exit Plan to demonstrate how the Infrastructure and Platform Support Contractor would assist and enable the transition of the Infrastructure and Platform Support Service and the DE&S P3M service to transition to the Authority and / or a new service provider. Your response should demonstrate and provide the necessary steps to ensure that the exit objectives as per the exit management support requirement are met. The response should include the level of expertise and experience that the Infrastructure and Platform Support Contractor would deploy to assist with exiting the Infrastructure and Platform Support Service.</p>		
Evidence		
<p>Submit your Exit Plan in accordance with the response requirement. The document should not exceed 4 sides of A4.</p>		
Evaluation Guidelines		
<p>The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.</p>		
Scoring	Scoring Description	
10 – Excellent	<p>The Exit Plan is comprehensive and provides a clear plan and steps of how the Infrastructure and Platform Support Contractor would assist and enable the transition of the Infrastructure and Platform Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan demonstrates how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority. The Exit Plan is comprehensive and is clear how it will support the achievement of the exit objectives which gives high confidence that the service would transition in an orderly and controlled fashion. The level of expertise and experience the Infrastructure and Platform Support Contractor would deploy to assist with exiting the Infrastructure and Platform Support Service is exceptional and clear. Overall, the exit plan provides high confidence that the Infrastructure and Platform Support Contractor would enable transition of the Infrastructure and Platform Support Service.</p>	
7 – Good	<p>The Exit Plan is detailed and provides a plan and steps of how the Infrastructure and Platform Support Contractor would assist and enable</p>	

	<p>the transition of the Infrastructure and Platform Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan gives detail how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority. The Exit Plan is detailed and explains how it will support the achievement of the exit objectives which gives good confidence that the service would transition in an orderly and controlled fashion. The level of expertise and experience the Infrastructure and Platform Support Contractor would deploy to assist with exiting the Infrastructure and Platform Support Service is good. Overall, the exit plan provides good confidence that the Infrastructure and Platform Support Contractor would enable transition of the Infrastructure and Platform Support Service.</p>
3 – Adequate	<p>The Exit Plan is basic but provides a high-level plan and steps of how the Infrastructure and Platform Support Contractor would assist and enable the transition of the Infrastructure and Platform Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan gives some detail how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority. The Exit Plan is adequate to meet the exit objectives which gives some confidence that the service would transition. The level of expertise and experience the Infrastructure and Platform Support Contractor would deploy to assist with exiting the Infrastructure and Platform Support Service is adequate. Overall, the exit plan provides some confidence that the Infrastructure and Platform Support Contractor would enable transition of the Infrastructure and Platform Support Service.</p>
0 – Inadequate	<p>The Exit Plan is inadequate and fails to provide a plan or steps of how the Infrastructure and Platform Support Contractor would assist and enable the transition of the Infrastructure and Platform Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan gives little detail of how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority or simply ignores this. The Exit Plan is inadequate to meet the exit objectives which gives no confidence that the service would transition or within required timescales. The level of expertise and experience the Infrastructure and Platform Support Contractor would deploy to assist with exiting the Infrastructure and Platform Support Service is inadequate or no such support has been offered. Overall, the exit plan provides limited confidence that the Infrastructure and Platform Support Contractor would enable transition of the Infrastructure and Platform Support Service.</p>

Part A - Q9. Security	Pass / Fail
Requirement Reference: Part A - 9.1	
Response Requirement	
Please provide a statement to confirm that you will provide a Security Management Plan in	

accordance with the security requirement and confirm that it is compliant with ISO27001.	
Evidence	
Written confirmation not to exceed one page of single-sided A4	
Evaluation Guidelines	
<p>The response will be evaluated using the scoring methodology provided. Any response scoring 'fail' against this question will make the tender non-compliant. The Authority reserves the right to disqualify the tenderer from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition. In reaching its decision the Authority will consider the risk presented by non-compliance but may proceed if such risk is considered low and on the basis of the information provided by the Potential Provider.</p>	
Scoring	Scoring Description
PASS	The Infrastructure and Platform Support Contractor provided a statement to confirm that they will to provide a Security Management Plan to meet the Requirement and confirmed that it will be compliant with ISO27001.
FAIL	The Infrastructure and Platform Support Contractor has been unable to confirm that they will provide a Security Management Plan to meet the Requirement and / or have not confirmed that it will be compliant with ISO27001.

Part A - Q10. Disaster Recovery	Weighting 20%
Requirement Reference: Part A - 10.1	
Response Requirement	
<p>Please provide confirmation that you will work collaboratively with the Application Support Contractor to contribute to and support a Disaster Recovery Plan to ensure continuity of the DE&S P3M Service following any failure or disruption of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster. Please also confirm that the specific requirements shall be met. You should also provide a High-Level Disaster Recovery Plan which provides an overview of how you will meet the Disaster Recovery requirements, and how you will collaborate with the Application Support Contractor in delivering an end to end disaster recovery capability. The high-level Disaster Recovery Plan will include proposed Recovery Point Objective (RPO) and Recovery Time Objective (RTO).</p>	
Evidence	

Written confirmation and high-level plan not to exceed 5 sides of A4.

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard. The Authority reserves the right to disqualify the tenderer from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition. In reaching its decision the Authority will consider the risk presented by non-compliance but may proceed if failing to reach the standard was due to narrowly missing the RPO and / or RTO and based on the information provided by the Potential Provider.

Scoring	Scoring Description
10 – Excellent	<p>The high-level Disaster Recovery Plan provided is comprehensive and contains the necessary detail to provide high confidence in the Infrastructure and Platform Support Contractors ability to implement Disaster Recovery.</p> <p>The Infrastructure and Platform Support Contractors plan that provides:</p> <ul style="list-style-type: none">• An improved RPO and RTO compared to stated requirement;• A clear explanation of the capability maintained to securely backup information. <p>The detail provided demonstrates high awareness of Disaster Recovery methodology. Overall, the high-level Disaster Recovery Plan gives high confidence in the Infrastructure and Platform Support Contractor's ability to ensure continuity of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster.</p>
7 – Good	<p>The high-level Disaster Recovery Plan provided contains the necessary detail to provide high confidence in the Infrastructure and Platform Support Contractors ability to implement Disaster Recovery.</p> <p>The Infrastructure and Platform Support Contractors plan that provides:</p> <ul style="list-style-type: none">• The required RPO and RTO• A clear explanation of the capability maintained to securely backup information. <p>The detail provided demonstrates awareness of Disaster Recovery methodology.</p> <p>Overall, the high-level Disaster Recovery Plan gives good confidence in the Infrastructure and Platform Support Contractor's ability to ensure</p>

	<p>continuity of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster.</p>
3 – Adequate	<p>The high-level Disaster Recovery Plan provided contains the necessary detail to provide acceptable confidence in the Infrastructure and Platform Support Contractor's ability to implement Disaster Recovery.</p> <p>The Infrastructure and Platform Support Contractors plan that provides:</p> <ul style="list-style-type: none"> • The required RPO and RTO • A clear explanation of the capability maintained to securely backup information. <p>The detail provided demonstrates awareness of Disaster Recovery methodology.</p> <p>Overall, the high-level Disaster Recovery Plan gives some confidence in the Infrastructure and Platform Support Contractor's ability to ensure continuity of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster.</p>
0 – Fail	<p>The high-level Disaster Recovery Plan provided gives low confidence in the Infrastructure and Platform Support Contractor's ability to implement Disaster Recovery.</p> <p>The Infrastructure and Platform Support Contractors plan that does not provide one of the following:</p> <ul style="list-style-type: none"> • The required RPO and RTO • A clear explanation of the capability maintained to securely backup information. <p>The detail provided does not demonstrate awareness of Disaster Recovery methodology.</p> <p>Overall, the high-level Disaster Recovery Plan gives limited confidence in the Infrastructure and Platform Support Contractor's ability to ensure continuity of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster.</p>

PART B - PART 2 - APPLICATION SUPPORT SERVICE

BASIC TECHNICAL COMPLIANCE

BASIC COMPLIANCE QUESTIONS FOR P3M INFRASTRUCTURE AND PLATFORM SUPPORT SERVICE (MUST ACHIEVE A PASS AGAINST ALL QUESTIONS TO PROCEED TO TECHNICAL EVALUATION)

Part B - Q1.1. Experience of Potential Provider - Application support		PASS/FAIL
Requirement Reference: N/A		
Response Requirement		
Please confirm that you have previous substantive experience of delivering application support arrangements for on-premise Primavera solution (P6, Unifier, Gateway, PRA, Analytics)		
Evidence		
<p>Please provide one case study of your provision of application support arrangements for on-premise Primavera solution (P6, Unifier, Gateway, PRA, Analytics)</p> <ul style="list-style-type: none">• describe your role• how you worked with the client to deliver the solution• how you maintained knowledge of customer's usage of the application suite• how configuration was managed from a change and release perspective• how you worked with the vendor in achieving your support objectives• the outcomes and benefits for the Client; and• any lessons learned that you would feed into your approach of working with DE&S <p>Case study not to exceed five sides of A4.</p>		
Evaluation Guidelines		
The response will be evaluated using the scoring methodology provided. Any response scoring 'fail' against this question will make the tender non-compliant and the tenderer is shall be rejected from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.		
Scoring	Scoring Description	
PASS	The case study provided by the Potential Provider demonstrates that they have previous and substantive experience of delivering application support arrangements for on-premise Primavera solution (P6, Unifier, Gateway, PRA, Analytics).	

FAIL	The case study provided by the Potential Provider fails to demonstrate that the Potential Provider has previous and substantive experience of delivering application support arrangements for on-premise Primavera solution (P6, Unifier, Gateway, PRA, Analytics).
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Part B - Q1.2. Experience of Potential Provider - Oracle DBA managed service		PASS/FAIL
Requirement Reference: N/A		
Response Requirement		
Please confirm that you have previous substantive experience of delivering Oracle DBA Managed Service, including all components of the Oracle technology stack and Oracle engineered system that are relevant to the DE&S on-premise solution.		
Evidence		
Please provide one case study of your provision of an Oracle DBA Managed Service, including all middleware components of the Oracle technology stack and Oracle engineered system. <ol style="list-style-type: none"> 1. describe your role 2. how you worked with the client to deliver the solution 3. how you worked with Oracle in achieving your support objectives 4. the outcomes and benefits for the Client; and 5. any lessons learned that you would feed into your approach of working with DE&S Case study not to exceed 5 sides of A4.		
Evaluation Guidelines		
The response will be evaluated using the scoring methodology provided. Any response scoring 'fail' against this question will make the tender non-compliant and the tenderer is shall be rejected from further participation in the DE&S P3M Support 2020 - Part 1: DE&S P3M Infrastructure and Platform Support Service competition.		
Scoring	Scoring Description	
PASS	The case study provided by the Potential Provider demonstrates that they have previous and substantive experience of delivering an Oracle DBA Managed Service, including all middleware components of the Oracle technology stack and Oracle engineered system.	
FAIL	The case study provided by the Potential Provider fails to demonstrate that the Potential Provider has previous and substantive experience of delivering an Oracle DBA Managed Service, including all middleware components of the Oracle technology stack and Oracle engineered system.	

TECHNICAL QUESTIONNAIRE

Part B - Q2. Transitioning		Weighting 15%
Requirement Reference: Part B - 2.1 and 2.2		
Response Requirement		
<p>Please provide your Onboarding Plan to demonstrate how the Application Support Service and wider DE&S P3M Service will be stood up and transitioned from the Authority and the incumbent supplier to the Application Support Contractor. Your response should demonstrate and provide the necessary steps to ensure that the following objectives are being met:</p> <ul style="list-style-type: none"> • Planning • Discovery and Audit • Evaluation • Implementation (including all monitoring required to undertake the Application Support Service) • Service Acceptance Testing • Sign-off 		
Evidence		
Submit your Onboarding Plan in accordance with the response requirement.		
Evaluation Guidelines		
<p>The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition.</p>		
Scoring	Scoring Description	
10 – Excellent	The Onboarding Plan provides a comprehensive plan and steps of how the Application Support Contractor plans to stand up and transition the Application Support Service from the existing supplier. The Onboarding Plan clearly articulates the process for achieving the onboarding	

	objectives and identifies relevant risks and mitigations that give high confidence in the plan. Through the detail provided the Authority has high confidence that the Application Support Contractor has detailed strategies to minimise, prevent and / or mitigate disruption and inconvenience to the Authority. Overall, the Onboarding Plan gives high confidence that the Application Support Service would be stood up and transition and achieve a commencement of the formal Application Support Service from 10 August 2020.
7 – Good	The Onboarding Plan provides a detailed plan and steps of how the Application Support Contractor plans to stand up and transition the Application Support Service from the existing supplier. The Onboarding Plan gives a process for achieving the onboarding objectives and identifies some relevant risks and mitigations that give confidence in the plan. Through the detail provided the Authority has confidence that the Application Support Contractor has some strategies to minimise, prevent and / or mitigate disruption and inconvenience to the Authority. Overall, the Onboarding Plan gives confidence that the Application Support Service would be stood up and transition and achieve a commencement of the formal Application Support Service from 10 August 2020.
3 – Adequate	The Onboarding Plan provides high level plan and steps of how the Application Support Contractor plans to stand up and transition the Application Support Service from the existing supplier. The Onboarding Plan lacks detail and a process for achieving the onboarding objectives or does only address some of the objectives. Identified risks are generic and / or no mitigation strategies have been provided. There is a lack of detail and / or the response to standing up and transitioning the Application Support Service is generic and the risks and mitigations are not relevant. It is not clear how the Application Support Contractor would minimise, prevent and / or mitigate disruption and inconvenience to the Authority. Overall, the Onboarding Plan is adequate and gives some confidence that the Application Support Service is likely be stood up and transition and achieve a commencement of the formal Application Support Service from 10 August 2020.
0 – Inadequate	The Onboarding Plan is inadequate and fails to provide a plan and/or steps of how the Application Support Contractor would stand up and/or transition the Application Support Service from the existing supplier. The Onboarding Plan has gaps in the information provided and lacks detail or there are gaps in how the onboarding objectives will be achieved. Risks and mitigations have not been identified and more generally the plan lacks detail. It is not clear how or if the Infrastructure and Platform Support Contractor would minimise, prevent and / or mitigate disruption and inconvenience to the Authority. Overall, the Onboarding Plan is inadequate and gives limited confidence that the Application Support Service would be stood up and/or transition and achieve a commencement of the formal Application Support Service from 10 August 2020. Alternatively, any Onboarding Plan that does not achieve a formal commencement of the formal Application Support

	Service from 10 August 2020 would be considered inadequate.
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Part B - Q3. Service Management		Weighting 20%
Requirement Reference: Part B - 3.1 & 3.2		
Response Requirement		
Please provide an overview of how you will operate a Master Service Desk service for the external support aspects for the P3M System, in accordance with the Master Service Desk requirement. Your response should explain in detail how you will meet each of the expectations of such a Master Service Desk and include details of any tooling and / or systems that you will use to meet the requirement.		
Evidence		
Submit your proposal for the Master Service Desk in accordance with the response requirement. The document should not exceed 10 sides of A4.		
Evaluation Guidelines		
The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition.		
Scoring	Scoring Description	
10 – Excellent	<p>An excellent overview of the proposed Master Service Desk has been provided.</p> <p>The information provided is clear about how the Master Service Desk for the DE&S P3M Service will support the external support aspects of the P3M System.</p> <p>In their response the Application Support Provider has shown an excellent understanding of how their Master Service Desk fits with the Authority's existing 1st line user facing support and 2nd line triage for all Authority generated requests and the Infrastructure and Platform Support Contractor s operational support facility.</p> <p>The overview provides a comprehensive understanding of how each of the expectations will be met and what tooling and systems the Application Support Contractor will deploy to meet the Master Service Desk Requirements. The information provided is comprehensive with all necessary detail to have explained the offering.</p>	

	<p>Demonstrates best practice in line with ITIL v3 and appropriate tooling.</p> <p>The Application Support Contractor has demonstrated in their response how they will manage the expected 500 tickets per month and provides flexibility in managing higher ticket numbers and there is clarity of the impact of scaling this service up or down. Overall, the Master Service Desk proposals gives high confidence in the Applications Support Contractors competency, capacity and capability to deliver the Master Service Desk requirement.</p>
7 – Good	<p>A detailed overview of the proposed Master Service Desk has been provided. The information provided and overview about how the Master Service Desk for the DE&S P3M Service will support the external support aspects of the P3M System. In their response the Application Support Provider has shown a good understanding of how their Master Service Desk fits with the Authority's existing 1st line user facing support and 2nd line triage for all Authority generated requests and the Infrastructure and Platform Support Contractors Operational Support Facility. The overview provides a good understanding of how each of the expectations will be met and what tooling and systems the Application Support Contractor will deploy to meet the Master Service Desk Requirements. The information provided explains the offering. Demonstrates practice in line with ITIL v3 and appropriate tooling. The Application Support Contractor has demonstrated in their response how they will manage the expected 500 tickets per months, with some flexibility in managing higher ticket numbers and there is an explanation of the impact of scaling this service up or down. Overall, the Master Service Desk proposals gives good confidence in the Applications Support Contractors competency, capacity and capability to deliver the Master Service Desk requirement.</p>
3 – Adequate	<p>An overview of the proposed Master Service Desk has been provided. The overview provides sufficient information about how the Master Service Desk for the DE&S P3M Service will support the external support aspects of the P3M System although there are some gaps. It is clear from the response that the Application Support Provider has understood how their Master Service Desk fits with the Authority's existing 1st line user facing support and 2nd line triage for all Authority generated requests and the Infrastructure and Platform Support Contractors Operational Support Facility. The overview provided an adequate understanding as to how the expectations will be met and what tooling and systems the Application Support Contractor will deploy to meet the Master Service Desk requirements. The information does not fully demonstrate practice in line with ITIL v3 and appropriate tooling. It is not fully clear from the response how the Application Support Contractor will manage the expected 500 tickets per months and/or there is no flexibility in managing higher ticket numbers or how the service could be scaled up or down. Overall, the Master Service Desk proposals gives some confidence in the Applications Support Contractors competency, capacity and capability to deliver the Master</p>

	Service Desk requirement.
0 – Inadequate	<p>The overview of the proposed Master Service Desk has gaps in the information of how Master Service Desk for the DE&S P3M Service will support the external support aspects of the P3M System. There are significant concerns that the Application Support Provider has understood how their Master Service Desk fits with the Authority's existing 1st line user facing support and 2nd line triage for all Authority generated requests and / or the Infrastructure and Platform Support Contractors Operational Support Facility. The overview has significant gaps as to how the expectations will be met or is unclear about what tooling and systems the Application Support Contractor will deploy to meet the Master Service Desk requirements. The information fails to demonstrate practice in line with ITIL v3 and / or appropriate tooling. The response does not address how the Application Support Contractor will manage the expected 500 tickets per months, there is no flexibility in managing higher ticket numbers or how the service could be scaled up or down. Overall, the Master Service Desk proposals gives limited confidence in the Applications Support Contractors competency, capacity and capability to deliver the Master Service Desk requirement.</p>

Part B - Q4. Service Levels	Weighting 10%
Requirement Reference: Part B - 4.1 & 4.2 & 4.3	
Response Requirement	
<p>Please provide your proposed Service Level Agreement for the Application Support Service covering:</p> <ul style="list-style-type: none"> • Service Level Targets and Service Credits (including Incident Management and Service Requests); • Service availability and performance; • Proposed monitoring and Service Level for availability of ETL data for next online day • Proposed Critical Service Levels; <p>Please also provide a comparison against the current Service Levels. The current Service Levels have been provided in the data room stating clearly for any Service Level if these have been exceeded, met or not met. You should also propose in your response how you would work with the Infrastructure and Platform Support Contractor to move towards a combined Service Level Agreement. This should include:</p> <ul style="list-style-type: none"> • How you would work with the other party to agree clear responsibilities in collectively delivering the Service Level Agreements to the Authority and provide end to end Service 	

Levels with associated Service Credits applied in the event of failure.

- How you would achieve this, either by shared responsibilities or clear SLAs for each party. If bidding for both Part 1 and Part 2 a combined Service Level Agreement could be offered
- Proposals for effective measurement of Service Availability and Service Performance (be those shared, end to end, or intelligently split between areas of responsibility), as these measures currently span the responsibilities of both parties.

You should note that as the Authority wish as a minimum retain existing end to end service levels. The current Service Levels have been provided in the data room within the document “Supporting Information - Service Levels”.

Evidence

Provide your proposed Service Level Agreement, comparison against existing Service Levels, and explanation of how you will work with other parties to provide end to end Service Levels in accordance with the response requirement.

The document must not exceed 5 sides of A4. (Exception – Where providing a proposal as per category 3 within “Supporting Information – Service Levels”, an additional 5 sides of A4 are permitted for the end to end service level offering).

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition.

Scoring

Scoring Description

10 – Excellent

The proposed Service Level Agreement for the Application Support Service is excellent. It contains a comprehensive description of the service offered that materially exceeds the current Service Levels in two of the following areas:

1. Service Level Targets and Service Credits;
2. Managed Service Availability and Performance;
3. ETL monitoring and Service Level;

and meeting the Service Level in the remaining area. This gives high confidence in the SLA proposed by the Application Support Contractor.

	<p>In addition, the response explains and provides a sound methodology for how the Application Support Contractor will work with the Infrastructure and Platform Support Contractor to move towards a combined Service Level Agreement or alternatively has offered a combined Service Level Agreement. Overall, the response gives high confidence that the Application Support Contractor would enable the provision of the DE&S P3M Service.</p> <p>The contractor has provided a proposal to meet the applicable critical service levels.</p>
7 – Good	<p>The proposed Service Level Agreement for the Application Support Service is good. It contains a detailed description of the service offered that materially exceeds the current Service Levels in one of the following areas:</p> <ol style="list-style-type: none"> 1. Service Level Targets and Service Credits; 2. Managed Service Availability and Performance; 3. ETL monitoring and Service Level; <p>and meets it in the other two areas giving a good confidence in the SLA proposed by the Application Support Contractor.</p> <p>In addition, the response explains and provides a sound methodology for how the Application Support Contractor will work with the Infrastructure and Platform Support Contractor to move towards a combined Service Level Agreement or alternatively has offered a combined Service Level Agreement. Overall, the response gives good confidence that the Application Support Contractor would enable the provision of the DE&S P3M Service.</p> <p>The contractor has provided a proposal to meet the applicable critical service levels.</p>
3 – Adequate	<p>The proposed Service Level Agreement for the Application Support Service contains a detailed description of the service offered that adequately meets the current Service Levels in the following areas:</p> <ol style="list-style-type: none"> 1. Service Level Targets and Service Credits; 2. Managed Service Availability and Performance; <p>This gives adequate confidence in the SLA proposed by the Application Support Contractor.</p> <p>The Application Support Contractor has offered some idea of how they</p>

	<p>will work with the Infrastructure and Platform Support Contractor to move towards a combined Service Level Agreement or alternatively has offered a combined Service Level Agreement. Overall, the response gives some confidence that the Application Support Contractor would enable the provision of the DE&S P3M Service.</p> <p>The contractor has provided a proposal to meet the applicable critical service levels.</p>
0 – Inadequate	<p>The proposed Service Level Agreement for the Application Support Service does not adequately meet the current Service Levels in one or more of the areas as follows:</p> <ol style="list-style-type: none"> 1. Service Level Targets and Service Credits; 2. Managed Service Availability and Performance; <p>This gives inadequate confidence in the SLA proposed by the Application Support Contractor. Alternatively, the Application Support Contractor has offered little idea of how they would work with the Infrastructure and Platform Support Contractor to move towards a combined Service Level Agreement. Overall, the response gives limited confidence that the Application Support Contractor would enable the provision of the DE&S P3M Service.</p> <p>The contractor has not provided an adequate proposal for applicable critical service levels.</p>

Part B - Q5. Application Support Service	Weighting 30%
Requirement Reference: Part B - 5.1; 5.2; 5.3; 5.4 & 5.5	
Response Requirement	
<p>Please provide an overview of your proposed Application Support Service that you will provide to support the provision of the DE&S P3M service in accordance with the requirement.</p> <p>Your response should clearly outline:</p> <ul style="list-style-type: none"> - the range, scope and type of Application Support Services that you will provide as part of your offering including the type of configuration changes included in the scope of the service; - the range and scope of System Administration services; - how you will deliver the roles of functional and technical lead and identify suitable 	

Contractor Personnel as Key Personnel;

- your release management, regression testing and operational acceptance testing process;
- provide confirmation that you shall operate the Primavera Gateway.

You should also provide the composition and credentials of your application support team which should include details of the expertise and experience of team members of providing Primavera:

- configuration management;
- functional;
- application upgrade;

as a minimum.

- Your utilisation of learning from experience and how this would assist the Authority.

Evidence

Submit your overview of the Application Support Service in accordance with the response requirement. This should also clearly highlight any identified Key Personnel to be included in Schedule 2, Annex C. The document should not exceed 10 sides of A4.

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition.

Scoring	Scoring Description
10 – Excellent	<p>The proposed Application Support Service is comprehensive and explains in detail how the Application Support Contractor would support the provision of the DE&S P3M Service and addresses all aspects of the requirements with relevant and supporting information having been provided for:</p> <ul style="list-style-type: none">- Application Support Services- System Administration Services;

	<ul style="list-style-type: none"> - Functional and Technical Lead; - Release management; regression testing and operational acceptance testing and includes a commitment for regular on-site engagement. The Application Support Contractor confirmed that they shall operate the Primavera Gateway. <p>The Application Support Contractor's team has excellent credentials and is appropriately resourced to meet the Application Support Service. Comprehensive details about the experience and expertise of individual team members has been provided. The Application Support Contractor's identified Key Personnel are of high calibre and provide high confidence in their ability to deliver the Application Support Service.</p> <p>Overall, the response provides high confidence in the proposed Application Support Service.</p>
7 – Good	<p>The proposed Application Support Service explains in detail how the Application Support Contractor would support the provision of the DE&S P3M Service and addresses all aspects of the requirements with relevant and supporting information having been provided for:</p> <ul style="list-style-type: none"> - Application Support Services - System Administration Services; - Functional and Technical Lead; - Release management; regression testing and operational acceptance testing <p>and includes a commitment for some on-site engagement. The Application Support Contractor confirmed that they shall operate the Primavera Gateway.</p> <p>The Application Support Contractor's team has good credentials and is resourced to meet the Application Support Service. Details about the experience and expertise of individual team members have been provided. The Application Support Contractor's identified Key Personnel are subject matter experts and provide good confidence in their ability to deliver the Application Support Service.</p> <p>Overall, the response provides good confidence in the proposed Application Support Service.</p>

3 – Adequate	<p>A basic overview for the proposed Application Support Service to explain how the Application Support Contractor would support the provision of the DE&S P3M Service and address all aspects of the requirements with some information having been provided for:</p> <ul style="list-style-type: none">- Application Support Services- System Administration Services;- Functional and Technical Lead;- Release management; regression testing and operational acceptance testing <p>and includes a limited commitment for some on-site engagement. The Application Support Contractor confirmed that they shall operate the Primavera Gateway.</p> <p>The credentials and resourcing of the Application Support Contractor team is unclear although information about the experience and expertise of individual team members has been provided. The Application Support Contractor's identified Key Personnel have some experience and provide some confidence in their ability to deliver the Application Support Service.</p> <p>Overall, the response provides some confidence in the proposed Application Support Service.</p>
0 – Inadequate	<p>The Application Support Service is inadequate and fails to explain how the Application Support Contractor would support the provision of the DE&S P3M Service or fails to address some of the requirements. There is limited commitment for on-site engagement. The Application Support Contractor has been unclear about its support of the Primavera Gateway.</p> <p>The Application Support Contractor's team is not resources to meet the requirement or only has limited credentials. There is a lack of information on the experience and expertise of individual team members. The Application Support Contractor has not identified Key Personnel, or those Key Personnel identified have limited experience. This provides inadequate confidence in their ability to deliver the Application Support Service.</p> <p>Overall, the response provides limited confidence in the proposed Application Support Service.</p>
Part B - Q6. Oracle Support Service	
Weighting 20%	

Requirement Reference: Part B - 6.1; 6.2; 6.3 & 6.4

Response Requirement

Please provide an overview of the managed service you will provide for the Oracle suite of products and middleware components of the Oracle technology stack as part of your Application Support Service. Your response should clearly outline:

- the range, scope and type of the managed service that you will provide and cover all aspects of such support to include: Oracle support, Oracle database administrator support, Exadata machine support and remedial activities arising from a third-party IT health check. You should also comment on how you will proactively monitor the Oracle technology stack and manage the three (3) Exadata machines (X6-2) across 2 Data Centres and how you will patch the Exadata to remain within Oracle support.

You should also provide the composition and credentials of your Oracle support team, including any Oracle certified professionals, which should include details of the expertise and experience of team members of:

- Oracle database administration (Release 12 onwards);
- Oracle Maximum Availability Architecture;
- Oracle Enterprise Manager;
- Oracle WebLogic; and
- Exadata machines.

As part of your response you should identify suitable Contractor Personnel as Key Personnel;

Evidence

Submit your Overview in accordance with the response requirement. This should also clearly highlight any identified Key Personnel to be included in Schedule 2, Annex C. The document must not exceed 10 sides of A4.

Evaluation Guidelines

The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition.

Scoring	Scoring Description
10 – Excellent	<p>A comprehensive overview of the managed service you will provide for the Oracle suite of products and middleware components of the Oracle technology stack as part of your Application Support Service has been provided. There is a comprehensive overview that covers all aspects of the Oracle managed service you will provide, and it is clear how such services will be provided. A comprehensive methodology for proactively monitoring the Oracle technology stack has been provided and equally the management of the Exadata machines has been addressed in detail. The offering against each of the requirements is comprehensive and gives high confidence that each of the requirements would be met. The levels of expertise in providing Oracle support services are exceptional as the team is considered to have the certified skills and relevant and in-depth technical experience. The Application Support Contractor's identified Key Personnel are of high calibre and provide high confidence in their ability to deliver the Oracle Support Service. Overall, the response gives high confidence in the oracle managed service offering and how this would support provision of the DE&S P3M service.</p>
7 – Good	<p>A detailed overview of the managed service you will provide for the Oracle suite of products and middleware components of the Oracle technology stack as part of your Application Support Service has been provided. There is a good overview that covers all aspects of the Oracle managed service you will provide, and it is explained how such services will be provided. A methodology for proactively monitoring the Oracle technology stack has been provided and equally the management of the Exadata machines has been addressed. The offering against each of the requirements is good and gives good confidence that each of the requirements would be met. The levels of expertise in providing Oracle support services are good and the team is considered to have the certified skills and relevant and technical experience. The Application Support Contractor's identified Key Personnel are of subject matter experts and provide good confidence in their ability to deliver the Oracle Support Service. Overall, the response gives good confidence in the oracle managed service offering and how this would support provision of the DE&S P3M service.</p>
3 – Adequate	<p>A basic overview of the managed service you will provide for the Oracle suite of products and middleware components of the Oracle technology stack as part of your Application Support Service has been provided. There is some detail that covers all aspects of the Oracle managed service you will provide although it lacks some detail of how such services will be provided. There is some view of proactively monitoring the Oracle technology stack although it lacks detail. Equally although the management of the Exadata machines has been addressed it is not comprehensive. The offering against each of the requirements is adequate and gives some confidence that each of the requirements would be met. The levels of expertise in providing Oracle support</p>

	services are adequate and the team is considered to have some relevant skills and technical experience. The Application Support Contractor's identified Key Personnel have some experience and provide some confidence in their ability to deliver the Oracle Support Service. Overall, the response gives some confidence in the oracle managed service offering and how this would support provision of the DE&S P3M service.
0 – Inadequate	The managed service for the Oracle suite of products and middleware components of the Oracle technology stack as part of your Application Support Service is considered inadequate. There is little detail or not all aspects of the Oracle managed service you will provide are covered and it is unclear how such services would be provided. There is no evidence that the Oracle technology stack would be proactively monitored. It is unclear how the Exadata machines would be managed. The offering against each of the requirements is inadequate and gives limited confidence that each of the requirements would be met. The levels of expertise in providing Oracle support services are inadequate and the team is considered not to have relevant skills and / or technical experience. The Application Support Contractor has not identified Key Personnel, or those Key Personnel identified have limited experience. This provides inadequate confidence in their ability to deliver the Oracle Support Service. Overall, the response gives limited confidence in the oracle managed service offering and how this would support provision of the DE&S P3M service.

Part B - Q7. Exit Management	Weighting 5%
Requirement Reference: Part B - 7.1	
Response Requirement	
Please provide your Exit Plan to demonstrate how the Application Support Contractor would assist and enable the transition of the Application Support Service and the DE&S P3M service to transition to the Authority and / or a new service provider. Your response should demonstrate and provide the necessary steps to ensure that the exit objectives as per the exit management support requirement are met. The response should include the level of expertise and experience that the Application Support Contractor would deploy to assist with exiting the Application Support Service.	
Evidence	
Submit your Exit Plan in accordance with the response requirement. The document should not exceed 4 single-sided pages of A4.	
Evaluation Guidelines	
The response will be evaluated using the scoring methodology provided. The response must score three (3) adequate or above to achieve a pass. Any response scoring zero (0) - inadequate against this question is considered not to have met the minimum required	

technical standard and this will make the tender non-compliant and the tenderer is disqualified from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition.

Scoring	Scoring Description
	The Exit Plan is comprehensive and provides a clear plan and steps of how the Application Support Contractor would assist and enable the transition of the Application Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan demonstrates how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority. The Exit Plan is comprehensive and is clear how it will support the achievement of the exit objectives which gives high confidence that the service would transition in an orderly and controlled fashion. The level of expertise and experience the Application Support Contractor would deploy to assist with exiting the Application Support Service is exceptional and clear. Overall, the exit plan provides high confidence that the Application Support Contractor would enable transition of the Application Support Service.
7 – Good	The Exit Plan is detailed and provides a plan and steps of how the Application Support Contractor would assist and enable the transition of the Application Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan gives detail how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority. The Exit Plan is detailed and explains how it will support the achievement of the exit objectives which gives good confidence that the service would transition in an orderly and controlled fashion. The level of expertise and experience the Application Contractor would deploy to assist with exiting the Application Support Service is good. Overall, the exit plan provides good confidence that the Application Support Contractor would enable transition of the Application Support Service.
3 – Adequate	The Exit Plan is basic but provides a high-level plan and steps of how the Application Support Contractor would assist and enable the transition of the Application Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan gives some detail how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority. The Exit Plan is adequate to meet the exit objectives which gives some confidence that the service would transition. The level of expertise and experience the Application Support Contractor would deploy to assist with exiting the Application Support Service is adequate. Overall, the exit plan provides some confidence that the Application Support Contractor would enable transition of the Application Support Service.

0 – Inadequate	The Exit Plan is inadequate and fails to provide a plan or steps of how the Application Support Contractor would assist and enable the transition of the Application Support Service, including any DE&S P3M data to the Authority or a new provider. The Exit Plan gives little detail of how disruption is minimised, prevented or mitigated to minimise inconvenience to the Authority or simply ignores this. The Exit Plan is inadequate to meet the exit objectives which gives no confidence that the service would transition or within required timescales. The level of expertise and experience the Application Support Contractor would deploy to assist with exiting the Application Support Service is inadequate or no such support has been offered. Overall, the exit plan provides limited confidence that the Application Support Contractor would enable transition of the Application Support Service.
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Part B - Q8. Security		PASS/FAIL
Requirement Reference: Part B - 8.1		
Response Requirement		
Please provide confirmation that you will provide a Security Management Plan in accordance with the Security requirement.		
Evidence		
Written confirmation not to exceed one side of A4.		
Evaluation Guidelines		
The response will be evaluated using the scoring methodology provided. Any response scoring 'fail' against this question will make the tender non-compliant. The Authority reserves the right to disqualify the tenderer from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition. In reaching its decision the Authority will consider the risk presented by non-compliance but may proceed if such risk is considered low and on the basis of the information provided by the Potential Provider.		
Scoring	Scoring Description	
PASS	The Application Support Contractor provided a statement to confirm that they will to provide a Security Management Plan to meet the Requirement.	
FAIL	The Application Support Contractor has been unable to confirm that they will provide a Security Management Plan to meet the Requirement. An explanation has been provided and includes an alternative offering to meet the need.	

Part B - Q9. Disaster Recovery		PASS/FAIL
Requirement Reference: Part B - 10.1		

Response Requirement	
Please provide confirmation that you will work collaboratively with the Infrastructure and Platform Support Contractor to contribute to and support a Disaster Recovery Plan to ensure continuity of the DE&S P3M Service following any failure or disruption of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster. Please also confirm that the specific requirements shall be met.	
Evidence	
Written confirmation not to exceed 2 pages of single-sided A4.	
Evaluation Guidelines	
The response will be evaluated using the scoring methodology provided. Any response scoring 'fail' against this question will make the tender non-compliant. The Authority reserves the right to disqualify the tenderer from further participation in the DE&S P3M Support 2020 - Part 2: DE&S P3M Application Support Service competition. In reaching its decision the Authority will consider the risk presented by non-compliance but may proceed if such risk is considered low and on the basis of the information provided by the Potential Provider.	
Scoring	Scoring Description
PASS	Confirmation has been provided that the Application Support Contractor will work collaboratively with the Infrastructure and Platform Support Contractor to contribute to and support a Disaster Recovery Plan to ensure continuity of the DE&S P3M Service following any failure or disruption of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster. The Application Support Contractor has also confirmed that the specific requirements will be met.
FAIL	Confirmation has not been provided that the Application Support Contractor will work collaboratively with the Infrastructure and Platform Support Contractor to contribute to and support a Disaster Recovery Plan to ensure continuity of the DE&S P3M Service following any failure or disruption of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster. The Application Support Contractor has not confirmed that the specific requirements will be met. An explanation has been provided why such requirements cannot be met and what alternatives are offered.

Annex A to Section D - Pricing Table

FINANCIAL QUESTIONNAIRE

Guidance for providing Cost Proposals

Please provide your Cost Proposal for the provision of DE&S P3M Support 2020 services. Potential Providers should complete the following tables depending on whether they are bidding for:

- Table 1 - Cost Proposal for Part 1: DE&S P3M Infrastructure and Platform Support Service only or willing to provide this service as a stand-alone service.
- Table 2 - Cost Proposal for Part 2: DE&S P3M Application Support Service only or willing to provide this service as a stand-alone service.
- Table 3 - Cost Proposals for DE&S P3M Support 2020 services as a combined Part 1 and Part 2 service provision. This table should be completed if a discount is offered for delivery both Part 1 and Part 2 combined. Alternatively, any Potential Provider only offering a combined DE&S P3M Support 2020 service should complete this table in order for the offering to be considered.
- Table 4 - Provide a copy of your Rate Card.

TABLE 1: PART 1 - PROVISION OF THE DE&S P3M INFRASTRUCTURE AND PLATFORM SUPPORT SERVICE
Response Requirement
Please complete the pricing table below for the provision of DE&S P3M Infrastructure and Platform Support in accordance with the requirement as per DE&S P3M Infrastructure and Platform Support Service Schedule 2.
Further Guidance
<p>You should complete Table 1:</p> <ul style="list-style-type: none"> - if you are only providing a tender for Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service; or - if you are providing a tender for Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service and Part 2: Provision of DE&S P3M Application Support Service and would be willing to contract for Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service as a standalone service. <p>Note: You should not complete Table 1 if you are only offering a combined solution for Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service and Part 2: Provision of DE&S P3M Application Support Service.- Use Table 3 instead</p>
Evidence
Fully completed and calculated Pricing Table 1 for Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service following any specific guidance provided within.

Table 1: Pricing Table Contract Year 1 and 2 - Contract commencement to 09-August 2022

Item Number	Part 1: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Comments
					Per Item	Total		
1	2.1 & 2.2	Transition of the Infrastructure and Platform Support Service	10/08/2020 Milestone Payment	1	If achieved 10/08/2020 or after £ (Firm price, less incentive fee 33%) Full firm price for achieving on or before 09/08/2020 £	£ £		Successful achievement of the delivery of the Milestone on or before 09/08/2020 will result in an incentive payment of 33% of the Milestone Payment. The Milestone Payment should include any Service Fees until 10/08/2020)
2	1.4	Collaboration	Monthly Service Fee (from 10-Aug-2020 or after acceptance of Transition Milestone) payable in arrears	24	£	£	Guidance for Potential Providers - this should be approximately 90% of the overall Firm Price	The monthly service fee will become payable from 10/08/2020 but is dependent upon achievement of the transition of the Infrastructure and Platform Support Service Milestone. Any delay to service commencement will not be recoverable but will commence pro-rata once the service commences. Service Credits shall be applied as per SLA in Schedule 13, Annex A
3	3.1	Service Management						
4	4.1 & 4.2	Service Levels						
5	5.1 & 5.2	Hosting Service						
6	7.1 - 7.8	Platform as a Service						
7	8.1	Exit Management - Maintain Exit Plan						
8	9.1	Security						
9	10.1	Disaster Recovery						

10	11.1	Contract Management & Reporting						
11	8.1	Exit Management Support	As requested by the Authority as discussed between the Parties.	1	£	£	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to provide Exit Management Support	N/A
Total Firm Price Infrastructure and Platform Support (Excluding Option Years)						£	100%	
12	6.1	Infrastructure as a Service	Monthly pay as you go fee (based on the current fee of £40,000 UKCloud plus any fee charged by the DE&S P3M Infrastructure and Platform Service Contractor)	24	£	£	100%	Pay as you Go - based on capacity used
Total Pay as you Go Price Infrastructure as Service (Excluding Option Years)						£	100%	
Total Cost Part 1: DE&S P3M Infrastructure and Platform Support Service						£		
Potential Provider statement in relation to pricing table for Part 1: DE&S P3M Infrastructure and Platform Support Services								

Please complete the statement provided below.

I, [insert name of Potential Provider], the Potential Provider for the Part 1: DE&S P3M Infrastructure and Platform Support Services **confirm / do not confirm [cross out as appropriate]** that the above offer is made as a standalone offering and will form part of any subsequent contract should the Potential Provider be awarded the contract for Part 1: DE&S P3M Infrastructure and Platform Support Services only.

Table 1A - Pricing Table Option Year 1 - 10-August-2022 to 09-August-2023

Item Number	Part 1: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Comments
					Per Item	Total		
1	1.4	Collaboration	Monthly Service Fee (from 10-Aug-2022) payable in arrears	12	£	£	Guidance for Potential Providers - this should be approximately 90% of the overall Firm Price	Service Credits shall be applied as per SLA in Schedule 13, Annex A
2	3.1	Service Management						
3	4.1 & 4.2	Service Levels						
4	5.1 & 5.2	Hosting Service						
5	7.1 - 7.8	Platform as a Service						
6	8.1	Exit Management - Maintain Exit Plan						
7	9.1	Security						
8	10.1	Disaster Recovery						
9	11.1	Contract Management & Reporting						
10	8.1	Exit Management Support	As requested by the Authority as discussed between the Parties.	1	£	£	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is	N/A

							incentivised to provide Exit Management Support	
Total Firm Price Infrastructure and Platform Support for Option Year 1						£	100%	
11	6.1	Infrastructure as a Service	Monthly pay as you go fee (based on the current fee of £40,000 plus any fee charged by the DE&S P3M Infrastructure and Platform Service Partner)	24	£	£	100%	Pay as you Go - based on capacity used
Total Pay as you Go Price Infrastructure as Service for Option Year 1						£	100%	
Total Cost Part 1: DE&S P3M Infrastructure and Platform Support Service -Option Year 1						£		

Table 1B - Pricing Table Option Year 2 - 10-August-2023 to 09-August-2024

Item Number	Part 1: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Comments
					Per Item	Total		
1	1.4	Collaboration	Monthly Service Fee (from 10-Aug-2023) payable in arrears	12	£	£	Guidance for Potential Providers - this should be approximately 90% of the overall Firm Price	Service Credits shall be applied as per SLA in Schedule 13, Annex A
2	3.1	Service Management						
3	4.1 & 4.2	Service Levels						
4	5.1 & 5.2	Hosting Service						
5	7.1 - 7.8	Platform as a Service						
6	8.1	Exit Management - Maintain Exit Plan						
7	9.1	Security						
8	10.1	Disaster Recovery						
9	11.1	Contract Management & Reporting						
10	8.1	Exit Management Support	As requested by the Authority as discussed between the Parties.	1	£	£	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to	N/A

							provide Exit Management Support	
Total Firm Price Infrastructure and Platform Support for Option Year 2						£	100%	
11	6.1	Infrastructure as a Service	Monthly pay as you go fee (based on the current fee of £40,000 plus any fee charged by the DE&S P3M Infrastructure and Platform Service Partner)	24	£	£	100%	Pay as you Go - based on capacity used
Total Pay as you Go Price Infrastructure as Service for Option Year 1						£	100%	
Total Cost Part 1: DE&S P3M Infrastructure and Platform Support Service -Option Year 2						£		

TABLE 2: PART 2 - PROVISION OF THE DE&S P3M APPLICATION SUPPORT SERVICE

Response Requirement

Please complete the pricing table below for the provision of Part 2: DE&S P3M Application Support in accordance with the requirement as per DE&S P3M Application Support Service Schedule 2.

Further Guidance

You should complete Table 2:

- | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">- if you are only providing a tender for Part 2: Provision of the DE&S P3M Application Support Service; or- if you are providing a tender for Part 2: Provision of DE&S P3M Application Support Service and Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service and would be willing to contract for Part 2: Provision of the DE&S P3M Application Support Service as a standalone service. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Note: You should not complete Table 2 if you are only offering a combined solution for Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service and Part 2: Provision of DE&S P3M Application Support Service- Use Table 3 instead.

Evidence

Fully completed and calculated Pricing Table 2 for Part 2: Provision of the DE&S P3M Infrastructure and Platform Support Service following any specific guidance provided within.

Table 2 - Pricing Table 2 - Part 2: DE&S P3M Application Support Service

Contractor Deliverables								
Item Number	Part 2: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Delay Payment / Service Credit
					Per Item	Total		Total
1	2.1 & 2.2	Transition	10/08/2020 Milestone Payment	1	<p>If achieved 10/08/2020 or after £ (Firm price, less incentive fee 33%)</p> <p>Full firm price for achieving on or before 09/08/2020 £</p>	<p>£</p> <p>£</p>		Successful achievement of the delivery of the Milestone on or before 09/08/2020 will result in an incentive payment of 33% of the Milestone Payment. The Milestone Payment should include any Service Fees until 10/08/2020)
2	1.4	Collaboration	Monthly Service Fee (from 10-Aug-2020 or after acceptance of Transition Milestone) payable in arrears	24	£ -	£ -	Guidance for Potential Providers - this should be approximately 90% of the overall Firm Price	The monthly service fee will become payable from 10/08/2020 but is dependent upon achievement of the transition of the Application Support Service Milestone. Any delay to service commencement will not be recoverable but will commence pro-rata once the service commences. Service Credits shall be applied as per SLA in Schedule 13, Annex B
3	3.1 & 3.2	Service Management						
4	4.1 & 4.2	Service Levels						
5	5.1 - 5.5	Application Support Service						
6	6.1 - 6.4	Oracle Support Service						
7	7.1	Exit Management - Maintain Exit Plan						

8	8.1	Security						
9	9.1	Disaster Recovery						
10	10.1	Contract Management and Reporting						
11	7.1	Exit Management - Support	As requested by the Authority as discussed between the Parties.	1	£ -	£ -	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to provide Exit Management Support	Milestone Payment
Total Firm Price P3M Application Support Service (Excluding Option Years)						£ -	100%	

Potential Provider statement in relation to pricing table for Part 2: DE&S P3M Application Support Services

Please complete the statement provided below.

I, [insert name of Potential Provider], the Potential Provider for the Part 2: DE&S P3M Application Support Services confirm / do not confirm [cross out as appropriate] that the above offer is made as a standalone offering and will form part of any subsequent contract should the Potential Provider be awarded the contract for Part 2: DE&S P3M Application Support Services only.

Table 2A - Pricing Table Option Year 1 - 10-August-2022 to 09-August-2023

Contractor Deliverables								
Item Number	Part 2: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Delay Payment / Service Credit
					Per Item	Total		Total
1	1.4	Collaboration	Monthly Service Fee	12	£ -	£ -	Guidance for Potential Providers - this should be approximately 90% of the	Service Credits shall be applied as

2	3.1 & 3.2	Service Management	(from 10-Aug-2022) payable in arrears				overall Firm Price	per SLA in Schedule 13, Annex B
3	4.1 & 4.2	Service Levels						
4	5.1 - 5.5	Application Support Service						
5	6.1 - 6.4	Oracle Support Service						
6	7.1	Exit Management - Maintain Exit Plan						
7	8.1	Security						
8	9.1	Disaster Recovery						
9	10.1	Contract Management and Reporting						
10	7.1	Exit Management - Support	As requested by the Authority as discussed between the Parties.	1	£ -	£ -	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to provide Exit Management Support	Milestone Payment
Total Firm Price P3M Application Support Service Option Year 1						£ -	100%	

Table 2B - Pricing Table Option Year 2 - 10-August-2023 to 09-August-2024

Contractor Deliverables								
Item Number	Part 2: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Delay Payment / Service Credit
					Per Item	Total		Total
1	1.4	Collaboration	Monthly Service Fee (from 10-Aug-2023) payable in arrears	12	£ -	£ -	Guidance for Potential Providers - this should be approximately 90% of the overall Firm Price	Service Credits shall be applied as per SLA in Schedule 13, Annex B
2	3.1 & 3.2	Service Management						
3	4.1 & 4.2	Service Levels						
4	5.1 - 5.5	Application Support Service						
5	6.1 - 6.4	Oracle Support Service						
6	7.1	Exit Management - Maintain Exit Plan						
7	8.1	Security						
8	9.1	Disaster Recovery						
9	10.1	Contract Management and Reporting						
10	7.1	Exit Management - Support	As requested by the Authority as discussed between the Parties.	1	£ -	£ -	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to provide Exit Management Support	Milestone Payment
Total Firm Price P3M Application Support Service Option Year 2						£ -	100%	

TABLE 3: DE&S P3M SUPPORT 2020 - COMBINED PART 1 - PROVISION OF THE DE&S P3M INFRASTRUCTURE AND PLATFORM SUPPORT SERVICE AND PART 2 - PROVISION OF THE DE&S P3M APPLICATION SUPPORT SERVICE

Response Requirement
Please complete the pricing table below for the provision of DE&S P3M Support 2020 Part 1: DE&S Infrastructure and Platform Support Service as per DE&S P3M Infrastructure and Platform Support Service Schedule 2 and Part 2: DE&S P3M Application Support in accordance with the requirement as per DE&S P3M Application Support Service Schedule 2.
Further Guidance
<p>You should complete Table 3:</p> <ul style="list-style-type: none"> - if you are offering a tender for both Part 1: Provision of the DE&S P3M Infrastructure and Platform Service and Part 2: Provision of the DE&S P3M Application Support Service that is subject to discounted prices for a combined offering; <p>or</p> <ul style="list-style-type: none"> - if you are offering a combined tender for both Part 1: Provision of the DE&S P3M Infrastructure and Platform Service and Part 2: Provision of the DE&S P3M Application Support Service but not a stand-alone offering for either Part 1 and / or Part 2. <p>Note: You should not complete Table 3 if you are only offering a stand-alone solution for either Part 1: Provision of the DE&S P3M Infrastructure and Platform Support Service or Part 2: Provision of DE&S P3M Application Support Service.</p>
Evidence
Fully completed and calculated Pricing Table 3 for your combined offering for both Part 1: Provision of the DE&S P3M Infrastructure and Platform Service and Part 2: Provision of the DE&S P3M Application Support Service following any specific guidance provided within.

Table 3: Pricing Table Contract Year 1 and 2 - Contract commencement to 09-August 2022

Contractor Deliverables									
Item Number	Part 1: Schedule 2 Reference	Part 2: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Comments
						Per Item	Total		
1	2.1 & 2.2	2.1 & 2.2	Transition of the Infrastructure and Platform Support Service	10/08/2020	1	<p>If achieved 10/08/2020 or after £ (Firm price, less incentive fee 33%)</p> <p>Full firm price for achieving on or before 09/08/2020 £</p>	<p>£</p> <p>£</p>		Successful achievement of the delivery of the Milestone on or before 09/08/2020 will result in an incentive payment of 33% of the Milestone Payment. The Milestone Payment should include any Service Fees until 10/08/2020)
2	1.4	1.4	Collaboration	Monthly Service Fee (from 10-Aug-2020 or after acceptance of Transition Milestone) payable in arrears	24	£	£	Guidance for Potential Providers - this should be approximately 90% of the overall Firm Price	Service Credit as per SLA
3	3.1	3.1 & 3.2	Service Management						
4	4.1 & 4.2	4.1 & 4.2	Service Levels						
5	5.1 & 5.2	N/A	Hosting Service						
6	7.1 - 7.8	N/A	Platform as a Service						
7	N/A	5.1 - 5.5	Application Support Service						
8	N/A	6.1 - 6.4	Oracle Support Service						

9	8.1	7.1	Exit Management - Maintain Exit Plan						
10	9.1	8.1	Security						
11	10.1	9.1	Disaster Recovery						
12	11.1	10.1	Contract Management & Reporting						
13	8.1	7.1	Exit Management Support	As requested by the Authority as discussed between the Parties.	1	£	£	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to provide Exit Management Support	N/A
Total Firm Price DE&S P3M Support 2020 (Part 1 and Part 2 combined) (Excluding Option Years)							£	100%	
14	6.1		Infrastructure as a Service	Monthly pay as you go fee (based on the current fee of £40,000 plus any fee charged by the DE&S P3M Infrastructure and Platform Service Partner)	24	£	£	100%	Pay as you Go - based on capacity used
Total Pay as you Go Price Infrastructure as Service (Excluding Option Years)							£	100%	

Total Cost DE&S P3M Support 2020 (Part 1 and Part 2 combined)						£			
Potential Provider statement in relation to pricing table for DE&S P3M Support 2020: Combined Part 1: DE&S P3M Infrastructure and Platform Support Services and Part 2: DE&S Application Support Service									
Please complete the statement provided below.									
I, <div>[insert name of Potential Provider]</div> , the Potential Provider for the DE&S P3M Support 2020: Combined Part 1: DE&S P3M Infrastructure and Platform Support Services and Part 2: DE&S Application Support Service <div>confirm / do not confirm [cross out as appropriate]</div> that the above offer is made as a combined offering and will form part of any subsequent contract should the Potential Provider be awarded the contract for both Part 1: DE&S P3M Infrastructure and Platform Support Services and Part 2: DE&S Application Support Service.									
Table 3A - Pricing Table Option Year 1 - 10-August-2022 to 09-August-2023									
Contractor Deliverables									
Item Number	Part 1: Schedule 2 Reference	Part 2: Schedule 2 Reference	Deliverables	Delivery Date / Frequency	Total Qty	Price (£) Ex VAT		% of Total Firm Price	Comments
						Per Item	Total		
1	1.4	1.4	Collaboration	Monthly Service Fee (from 10-Aug-2022) payable in arrears	12	£	£	Guidance for Potential Providers - this should be approximately 90% of the overall Firm Price	Service Credit as per SLA
2	3.1	3.1 & 3.2	Service Management						
3	4.1 & 4.2	4.1 & 4.2	Service Levels						
4	5.1 & 5.2	N/A	Hosting Service						
5	7.1 - 7.8	N/A	Platform as a Service						
6	N/A	5.1 - 5.5	Application Support Service						

7	N/A	6.1 - 6.4	Oracle Support Service						
8	8.1	7.1	Exit Management - Maintain Exit Plan						
9	9.1	8.1	Security						
10	10.1	9.1	Disaster Recovery						
11	11.1	10.1	Contract Management & Reporting						
12	8.1	7.1	Exit Management Support	As requested by the Authority as discussed between the Parties.	1	£	£	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to provide Exit Management Support	N/A
Total Firm Price DE&S P3M Support 2020 (Part 1 and Part 2 combined) (Option Year 1)							£	100%	
13	6.1		Infrastructure as a Service	Monthly pay as you go fee (based on the current fee of £40,000 plus any fee charged by the DE&S P3M Infrastructure and Platform Service Partner)	12	£	£	100%	Pay as you Go - based on capacity used
Total Pay as you Go Price Infrastructure as Service (Excluding Option Years)							£	100%	

12	8.1	7.1	Exit Management Support	As requested by the Authority as discussed between the Parties.	1	£	£	Guidance for Potential Providers - an amount should be entered that is sufficient to ensure that the Potential Provider is incentivised to provide Exit Management Support	N/A
Total Firm Price DE&S P3M Support 2020 (Part 1 and Part 2 combined) (Option Year 2)							£	100%	
13	6.1		Infrastructure as a Service	Monthly pay as you go fee (based on the current fee of £40,000 plus any fee charged by the DE&S P3M Infrastructure and Platform Service Partner)	12	£	£	100%	Pay as you Go - based on capacity used
Total Pay as you Go Price Infrastructure as Service (Excluding Option Years)							£	100%	
Total Cost DE&S P3M Support 2020 (Part 1 and Part 2 combined) (Option Year 2)							£		

Section E - Instructions on Submitting Tenders

E1. Tenders must be sent to the Tender Board by the date and time stated in the covering letter to this DEFFORM 47. The Authority reserve the right to reject any Tender received after the stated date and time. You must provide one (1) priced copy of your Tender.

E2. You must upload an electronic copy of your Tender to AWARD.

E3. You must complete and include DEFFORM 47 Annex A (Offer) with your Tender. Where you select 'Yes' to any questions you must attach the relevant information.

E4. You must include the original signed DEFFORM 47 Annex A (Offer) with one paper copy of your priced Tender.

E5. You must submit your paper and CD copies in a sealed envelope or box. For health and safety reasons, no individual envelope or box should weigh more than 11 kilos.

E6. You must attach the enclosed Tender Return Label (DEFFORM 28) to the outer packaging of each envelope or box that contains your Tender.

E7. If you intend to hand deliver your Tender you must inform the named Commercial Officer of your intention and seek further delivery instructions. Failure to do so may result in your Tender being refused and / or returned.

E8. You must ensure you include all relevant information in your Tender. The Authority can only evaluate information that you include in your Tender.

Account Access to AWARD

E9. To access the documents on the AWARD data room you will need to register as a Supplier:

- You can Access the web address via the URL advertised in the Defence Contracts Online (DCO) notice.
- You will need to complete the requested details and activate your login account.
- You will then have login access to view the procurement documents.
- You will also be able to submit any clarification questions for a response.

Section F - Conditions of Tendering

F1. The issue of ITT Documentation or ITT Material is not a commitment by the Authority to place a contract as a result of this competition or at a later stage. Any expenditure, work or effort undertaken prior to any offer and subsequent acceptance of contract, is a matter solely for your commercial judgement. The Authority reserves the right to:

- a. seek clarification or additional documents in respect of a Tenderer's submission;
- b. visit your site;
- c. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
- d. disqualify any Tenderer that is guilty of misrepresentation in relation to its Tender, expression of interest, the dynamic Pre-Qualification Questionnaire (PQQ) or the tender process;
- e. re-assess your suitability to remain in the competition, for example where there is a material change of control from supplier selection;
- f. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
- g. re-issue this ITT on a single source basis, in the event that this procurement does not result in a 'competitive process' as defined in the Single Source Contract Regulations 2014, making such adjustments as would be required by the application of the Defence Reform Act 2014 and / or the Single Source Contract Regulations 2014;
- h. choose not to award any contract as a result of the current procurement process;
- i. award a contract for some of the Contractor Deliverables, unless you specifically oppose this in your Tender or state any minimum order quantities; and / or:
- j. ask for an explanation of the costs or price proposed in the tender where the tender appears to be abnormally low.

F2. The contract will be entered into when the Authority sends written notification of its entry into the contract, via a DEFFORM 159. Written notification will be issued, to the address you provide, on or before the end of the validity period specified in paragraph C4 and subject to paragraph F3.

F3. It is a Condition of Tendering that the winning Tenderer holds their Tender open for acceptance for the period stated in C4. This period starts on the day the Authority announces its decision to award the contract to the winning Tenderer in accordance with the Tender. In the event that legal proceedings are instigated, challenging the award of the contract, prior to entry into contract, it is a condition of this ITT that you hold your Tender open for acceptance during this period, and up to fourteen (14) days after the result of the legal proceedings. In the event of such legal challenge, the Authority agrees to use all reasonable measures to accelerate proceedings.

Conforming to the Law

F4. You must comply with the UK Competition Act 1998, the UK Bribery Act 2010, applicable EU and UK legislation and any equivalent legislation in a third state.

F5. Your attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If you act in breach of this legislation your Tender may be disqualified from this procurement. Disqualification will be without prejudice to any civil remedy available to the Authority or any criminal liability that your conduct

may attract.

Bid Rigging and Other Illegal Practices

- F6. You must report any bid rigging, fraud, bribery, corruption, or any other dishonest irregularity in connection to this tendering exercise to:

Defence Regulatory Reporting Cell Hotline

0800 161 3665 (UK) or

+44 1371 85 4881 (Overseas)

Conflicts of Interest

- F7. You must notify the Authority immediately of any Conflicts of Interest (COI) that have arisen or that arise at any point prior to contract award decision. There may be instances where it is essential that you do not have a Conflict of Interest (COI).

- F8. Where there is an existing or potential Conflict of Interest (COI) you must include a proposed Compliance Regime in your Tender. As a minimum this must include:

- a. manner of operation and management;
- b. roles and responsibilities;
- c. standards for integrity and fair dealing;
- d. levels of access to and protection of competitors sensitive information and Government Furnished Information;
- e. confidentiality / non-disclosure agreements (e.g. DEFFORM 702);
- f. the Authority's rights of audit; and
- g. physical and managerial separation.

Should your Tender be accepted your proposed Compliance Regime will become part of the Contract Conditions and shall be legally binding.

Government Furnished Assets

- F9. Where the Authority provides Government Furnished Assets (GFA) in support of this competition, you must include details of the GFA in your Public Store Account and treat it in accordance with Def Stan 05-099. If unsuccessful in this competition, you must seek instructions for the GFA from the named Commercial Officer.

Standstill Period

- F10. The Authority is obliged under certain circumstances to allow a space of ten (10) calendar days between the date of dispatch of its notice to Tenderers before entering into a contract, known as the standstill period. This period is to give unsuccessful Tenderers an opportunity to make a legal challenge before the contract is entered into if there has been, or it is alleged that there has been, a breach of the Regulations. The standstill period ends at midnight at the end of the 10th day after the date the DEFFORM 158 is sent. Where this is not a working day, it extends to midnight at the end of the next working day.

Publicity Announcements

- F11. The Authority will publish notification of the contract and shall publish contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition between suppliers. You should complete and return DEFFORM 539A as explained in the DEFFORM 47 Annex A and associated Appendix 1.
- F12. If you wish to make a similar announcement, you must seek approval from the named Commercial Officer.
- F13. Under no circumstances should you confirm to any Third Party the Authority's acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority's announcement of the award of contract, whichever occurs first.

Sensitive Information

- F14. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-governmental role delivering overall Government policy on public procurement, including ensuring value for money, related aspects of good procurement practice and answering Freedom Of Information requests.
- F15. For these purposes, the Authority may share within Government any of the Contractor's documentation / information (including any that the Contractor considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this procurement. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A (or SC1B Schedule 4 or SC2 Schedule 5) and consent to these terms as part of the competition process. This allows the MOD to share information with other Government Departments while complying with our obligations to maintain confidentiality.
- F16. The Authority reserves the right to disclose on a confidential basis any information it receives from Tenderers during the procurement process (including information identified by the Tenderer as Commercially Sensitive Information in accordance with the provisions of this ITT/ITN) to any third party engaged by the Authority for the specific purpose of evaluating or assisting the Authority in the evaluation of the Tenderer's Tender. In providing such information the Tenderer consents to such disclosure.

Reportable Requirements

- F17. Listed in the DEFFORM 47 Annex A (Offer) are the Mandatory Declarations. It is a Condition of Tendering that you complete and attach the returns listed in the Annex and, where you select yes, you attach the relevant information.
- F18. Failure to complete this part of the Annex in full makes your Tender non-compliant. Additional information provided in response to Appendix 1 may be used to support the Authority's evaluation of your tender, as detailed in Section D.
- F19. If you are an overseas Contractor and your Tender is successful you will be required to provide the name and address of your bank and the relevant bank account number on contract award.

Specific Conditions of Tendering

F20. Following a pre-assessment of the risks associated with the potential contract the Authority is permitting tenderers to limit their liability in respect of the following risk as set out below:

- a. DEFCON 76 shall not exceed £5M per incident

F20.1. Tenderers must confirm that;

- a. they have a minimum of £5M Public Liability Insurance and provide an extract from their insurance policy as evidence or;
- b. written confirmation they are content with uncapped liabilities under DEFCON 76

F21. Applicability Of TUPE

F21.1. 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 likely to be applicable if this Invitation to Tender results in a Contract being placed, although the Authority shall not be liable for the opinion expressed above. In these circumstances the Authority will wish to satisfy itself that your proposals are responsibly based and take full account of your likely TUPE obligations.

F21.2. If you have a contrary view to that of the Authority on the applicability of TUPE you are strongly encouraged to submit both a TUPE and non-TUPE tender, providing a full explanation to support your view. If the Authority is satisfied by your explanation, the non-TUPE tender will be considered, otherwise the tender conforming to the Authority's view will be considered.

TUPE Information Provided For Tendering Purposes

F21.3. Please note that no TUPE information has been provided for data protection reasons. This is due to the fact that only one employee has been identified by the contractor currently undertaking the task as being in scope to transfer under the TUPE regulations. The employee who has been identified as being in scope of TUPE undertakes activities across the requirements of this procurement.

F21.4. The accuracy of the current contractor's view cannot be warranted by the Authority. 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 this view, 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.

DEFFORM 47 Annex A - Edn 07/18

Ministry of Defence

Tender Ref No. CCDDT/668

TENDER SUBMISSION DOCUMENT (OFFER)

To the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (hereafter called "the Authority")

The undersigned Tenderer, having read the ITT Documentation, offers to supply the Contractor Deliverables at the stated price(s), in accordance with any referenced drawings and / or specifications, subject to the Conditions of Tendering. It is agreed that only the Contract Conditions or any amendments issued by the Authority shall apply.

Applicable Law				
I agree that any contract resulting from this competition shall be subject to English Law				Yes / No*
*Where 'No' is selected, Scots Law will apply.				
Total Value of Tender (excluding VAT)				
£				
WORDS				
UK Value Added Tax				
If registered for Value Added Tax purposes, please insert: a. Registration No b. Total amount of Value Added Tax payable on this Tender (at current rate(s)) £.....				
Location of work (town / city) where contract will be performed by Prime:				
Where items which are subject of your Tender are not supplied or provided by you, state location in town / city to be performed column (continue on another page if required)				
Tier 1 Sub-contractor Company Name	Town / city to be Performed	Contract or Deliverables	Estimated Value	SME Yes / No

Mandatory Declarations (further details are contained in Appendix 1 to DEFFORM 47 Annex A (Offer)):			Tenderer's Declaration	
Is the offer subject to the Authority contracting for all the Contractor Deliverables?			Yes* / No	
Is the offer made subject to a Minimum Order Quantity?			Yes* / No	
Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding?			Yes* / No	
Are the Contractor Deliverables subject to Foreign Export Control and Security Restrictions? If the answer is Yes, please complete and attach DEFFORM 528			Yes* / No	
Have you obtained foreign export approval necessary to secure IP user rights for the Authority in Contract Deliverables, including technical data, as determined in the Contract Conditions?			Yes* / No	
Have you provided details of how you will comply with all regulations relating to the operation of the collection of custom import duties, including the proposed Customs procedure to be used and an estimate of duties to be incurred or suspended?			Yes / No	
Have you completed Form 1686 for sub-contracts?			Yes / No	
Have you completed the compliance matrix/ matrices?			Yes / No / Not Required	
Are you a Small Medium Sized Enterprise (SME)?			Yes / No	
Have you and your sub-contractors registered with the Prompt Payment Code with regards to SMEs?			Yes / No	
Have you completed and attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A)?			Yes / No	
If you have not previously submitted a Statement Relating to Good Standing, or circumstances have changed have you attached a revised version?			Yes* / No / N/A	
Do the Contractor Deliverables contain Asbestos, as defined by the control of Asbestos Regulations 2012?			Yes* / No	
Have you completed and attached a DEFFORM 68 - Hazardous Articles, Deliverables materials or substances statement?			Yes* / No	
Do the Contractor Deliverables (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009 (as amended by EC 744/2010) of the European Parliament and of the Council.			Yes* / No	
Have you attached The Bank / Parent Company Guarantee?			Yes* / No / Not Required	
Have you complied with the requirements of the Military Aviation Authority Regulatory Articles?			Yes / No / Not Required	
Have you completed the additional Mandatory Requirements?			Yes / No / Not Required	

*If selecting Yes to any of the above questions, please attach the information detailed in Appendix 1 to DEFFORM 47 Annex A (Offer).

Tenderer's Declaration of Compliance with Competition Law

We certify that the offer made is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any Third Party. Arrangement in this context includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding. In particular:

- a. the offered price has not been divulged to any Third Party,
- b. no arrangement has been made with any Third Party that they should refrain from tendering,
- c. no arrangement with any Third Party has been made to the effect that we will refrain from bidding on a future occasion,
- d. no discussion with any Third Party has taken place concerning the details of either's proposed price, and
- e. no arrangement has been made with any Third Party otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements, or other anti-competitive practices, suspected by the Authority will be referred to the Competition and Markets Authority for investigation and may be subject to action under the Competition Act 1998 and the Enterprise Act 2002.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

We agree that the Authority may share the Contractor's information / documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. We certify that we have identified any sensitive material in DEFFORM 539A.

Dated this..... day of Year
.....

Signature: **In the capacity**

.....

(Must be original)

(State official position e.g. Director, Manager, Secretary etc.)

Name: (in BLOCK CAPITALS) duly authorised to sign this Tender for and on behalf of: (Tenderer's Name)	Postal Address: Telephone No: Registered Company Number: Dunn And Bradstreet number:
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Appendix 1 to Annex A (Offer)

Edn07/18

Information on Mandatory Declarations

Part Tender

1. Under Condition of Tendering F1, the Authority reserves the right to order some or part of your Tender. If your offer is subject to the Authority contracting for all the Contractor Deliverables, select 'Yes' and provide further details in your Tender.

Minimum Order Quantities

2. Where your offer is subject to minimum order quantities select 'Yes' and provide further details in your Tender.

IPR Restrictions

3. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must select 'Yes' in Annex A (Are the Contractor Deliverables subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding) .
4. If you have answered 'Yes' in Annex A (Offer) as directed by paragraph 3 above, you must provide details in your Tender of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 4.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
 - d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 4.b.
5. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 4. The Authority will not acknowledge any such restriction unless so notified under paragraph 4 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
6. If you have previously provided information under paragraphs 4 and 5 you can provide

details of the previous notification, updated as necessary to confirm their validity.

Notification of Foreign Export Control Restrictions

7. If, in the performance of the Contract, you need to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, you will be responsible for applying for the licence. The Authority will provide you with all reasonable assistance in obtaining any necessary UK import or export licence.

8. In respect of any Contractor Deliverables, likely to be required for the performance of any resultant contract, you must provide the following information in your Tender:

a. Whether all or part of any Contractor Deliverables are or will be subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer control that restricts or will restrict end use, end user, re-transfer or disclosure.

You must complete DEFFORM 528 (or other mutually agreed alternative format) in respect of any Contractor Deliverables identified at paragraph 8 and return it as part of your Tender. If you have previously provided this information you can provide details of the previous notification and confirm the validity.

9. You must use reasonable endeavours to obtain sufficient information from your potential supply chain to enable a full response to paragraph 8.. If you are unable to obtain adequate information, you must state this in your Tender. If you become aware at any time during the competition that all or part of any proposed Contractor Deliverable is likely to become subject to a non-UK Government Control through a Government-to-Government sale only, you must inform the Authority immediately by updating your previously submitted DEFFORM 528 or completing a new DEFFORM 528.

10. This does not include any Intellectual Property specific restrictions mentioned in paragraph 4.

11. You must notify the named Commercial Officer immediately if you are unable for whatever reason to abide by any restriction of the type referred to in paragraph 8.

12. Should you propose the supply of Contractor Deliverables of US origin the export of which from the USA is subject to control under the US International Traffic in Arms Regulations (ITAR), you must include details on the DEFFORM 528. This will allow the Authority to make a decision whether the export can or cannot be made under the US-UK Defense Trade Co-operation Treaty. The Authority shall then convey its decision to the Tenderer. If the Authority decides that use of the Treaty for the export is permissible, it is your responsibility to make a final decision whether you want to use that route for the export concerned if you are awarded the contract.

Import Duty

13. European Union (EU) legislation permits the use of various procedures to suspend customs duties.

14. For the purpose of this competition, for any deliverables not yet imported into the EU, you are required to provide details of your plans to address customs compliance, including the Customs procedures to be applied (together with the procedure code) and the estimated Import Duty to be incurred and / or suspended.

15. You should note that it is your responsibility to ensure compliance with all regulations relating to the operation of the accounting for import duties. This includes but is not

limited to obtaining the appropriate Her Majesty's Revenue & Customs (HMRC) authorisations.

Sub-contracts Form 1686

16. [Form 1686](#) (also known as Appendix 5) is to be used in all circumstances where contractors wish to place a sub-contract with a contractor where the release of OFFICIAL-SENSITIVE information is involved. The process will require submission of the single page document either directly to the MOD Project Team or, where specified, to the DE&S Security Advice Centre. You can find further information in the [Security Policy Framework - Contractual Process](#).

Small and Medium Enterprises

17. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its ambitious target is that every £1 in every £3 that the Government spends should be with small businesses by 2020. Our goal is that 25% of MOD spending should be spent with SMEs by 2020; this applies to the money which the MOD spends directly with SMEs and through the supply chain. The Authority uses the European Commission definition of an SME.
18. A key aspect of the Government's SME Policy is ensuring that its suppliers throughout the supply chain are paid promptly. All suppliers to the Authority and their sub-contractors are encouraged to make their own commitment and register with the [Prompt Payment Code](#).
19. Suppliers are also encouraged to work with the Authority to support the Authority's SME initiative. Information on the Authority's purchasing arrangements, our commercial policies and our SME policy can be found at [Gov.UK](#).
20. The opportunity also exists for Tenderers to advertise any sub-contract valued at over £10,000 in the MOD Contracts Bulletin and further details can be obtained directly from:
BiP Solutions Ltd
Web address: www.contracts.mod.uk
Tel No: 0845 270 7099

Transparency, Freedom of Information and Environmental Information Regulations

21. You should be aware that the contents of any resultant contract may be published in line with government policy set out in the Prime Minister's letter of May 2010 ([Government Transparency and Accountability](#)) and the information contained within SC2 Conditions of Contract Clause.
22. Before publishing the contract, the Authority will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").
23. You should complete the attached Tenderer's Commercially Sensitive Information Form (DEFFORM 539A or SC1B Schedule 4 or SC2 Schedule 5) explaining which parts of your Tender you consider to be commercially sensitive. This includes providing a named individual who can be contacted with regard to FOIA and EIR.
24. You should note that while your views will be taken into consideration, the ultimate decision whether to publish or disclose information lies with the Authority. You are advised to provide as much detail as possible on the form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the Authority decide to publish or disclose information against your wishes, you will be given prior notification.

Electronic Purchasing

25. Tenderers must note that use of the [Contracting, Purchasing and Finance \(CP&F\)](#) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this Tender. By submitting this Tender you agree to electronic payment. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

Change of Circumstances

26. If you have not previously submitted a Statement Relating to Good Standing or circumstances have changed, please select 'Yes' and submit a Statement Relating to Good Standing with your Tender.

Asbestos, Hazardous Items and Depletion of the Ozone Layer

27. The Authority is required to report any items that use asbestos, that are hazardous or where there is an impact on the Ozone. Where any Contractor Deliverables fall into one of these categories select 'Yes' and provide further details in your Tender.

Military Aviation Authority (MAA) Requirements

28. N/A

Bank or Parent Company Guarantee

29. A Parent Company or Bank Guarantee may be required. In the event that your tender is identified as the most favourable / compliant tender, but MOD assesses that a Parent Company or Bank Guarantee is required, then one will be requested (in the form of DEFFORM 24 / 24A as appropriate). No contract will be awarded until a suitable Parent Company or Bank Guarantee, as appropriate, is in place.

The Armed Forces Covenant

30. The Armed Forces Covenant is a promise from the nation to those who serve, or who have served, and their families, to ensure that they are treated fairly and are not disadvantaged in their day to day lives as a result of their service.

31. The Covenant is based on two principles:

- a. the Armed Forces community would not face disadvantages when compared to other citizens in the provision of public and commercial services; and
- b. special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

The Authority encourages all Tenderers, and their suppliers, to sign the Armed Forces Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

32. [The Armed Forces Covenant](#) provides guidance on the various ways you can demonstrate your support through your Covenant pledges and how by engaging with the Covenant and Armed Forces such as employing Reservists, a company or organization can also see real benefits in their business.

33. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that

the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: employerrelations@rfca.mod.uk

Address: Defence Relationship Management

Ministry of Defence

Holderness House

51-61 Clifton Street

London, EC2A 4EY

34. Paragraphs 30 – 33 above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender review, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

- **DEFFORM 28**
Tender Return label

Not to be used for General
Correspondence with the
Ministry

Affix
Stamp
Here

THE TENDER BOARD
Defence Equipment and Support Commercial
The Central Gatehouse
MOD Abbey Wood South
Bristol BS34 8JH

Tender No: CCDT/668

Due 06/04/2020 9 am

DEFFORM 28ABW

Edn 6/17

Standardised Contracting Terms

SC2

GENERAL CONDITIONS

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

“a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

Clause 40.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or

other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

(1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);

(2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);

(3) the remaining Schedules; and

(4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

6. Amendments to Contract

a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.

b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

7. Variations to Specification

a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.

b. Any variations that cause a change to:

(1) fit, form, function or characteristics of the Contractor Deliverables;

- (2) the cost;
 - (3) Delivery Dates;
 - (4) the period required for the production or completion; or
 - (5) other work caused by the alteration,
- shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

- a. Any reference to the Authority in respect of:
 - (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

11. Assignment of Contract

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

12. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), 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 13.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, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.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 condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

(3) shall not use any of that Information otherwise than for the purpose of the Contract; and

(4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

(1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and

(2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:

(1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

(2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or

(3) can show:

(a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

(b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the

Contract;

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

(1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

(2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;

(5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not

communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

16. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.

d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

17. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

18. Contractor's Records

a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor

General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (1) the end of the Contract term;
- (2) termination of the Contract; or
- (3) the final payment

whichever occurs latest.

19. 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 Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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 a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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.

20. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

SUPPLY OF CONTRACTOR DELIVERABLES

21. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

(1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and

(2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

(1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;

(2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

(3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 Schedule 2 (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 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

a. Packaging responsibilities are as follows:

(1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.

(2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.

(3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.

(4) Where the Contractor or any of their subcontractors have concerns relating to

the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:

(1) The Contractor shall provide Packaging which:

(a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and

(b) is labelled to enable the contents to be identified without need to breach the package; and

(c) is compliant with statutory requirements and this Condition.

(2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:

(a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

(b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and

(c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

(1) The Health and Safety At Work Act 1974 (as amended);

(2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);

(3) The REACH Regulations 2007 (as amended); and

(4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

(1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and

(2) The Air Navigation Order.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:

(1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.

(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCP-SptEng-Pkg

MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk

(b) The MPAS Documentation is also available on the DStan website.

(2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).

(3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').

(4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

(5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

(6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

(7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.

(8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor or their subcontractor is the PDA they shall:

(a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.

(b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:

- i. a list of all SPIS which have been prepared or revised against the Contract; and
- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).

(2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.

(3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).

(4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).

h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

(a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

i. name and address of consignor;

ii. name and address of consignee (as stated in the Contract or order);

iii. destination where it differs from the consignee's address, normally either:

(i). delivery destination / address; or

(ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.1.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

(a) description of the Contractor Deliverable;

(b) the full thirteen digit NATO Stock Number (NSN);

(c) the PPQ;

(d) maker's part / catalogue, serial and / or batch number, as appropriate;

(e) the Contract and order number when applicable;

(f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;

(g) shelf life of item where applicable;

(h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);

(i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and

(j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

(1) the full 13-digit NSN;

(2) denomination of quantity (D of Q);

(3) actual quantity (quantity in package);

(4) manufacturer's serial number and / or batch number, if one has been allocated; and

(5) the CP&F-generated unique order identifier.

k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).

l. The requirements for the consignment of aggregated packages are as follows:

(1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.

(2) Two adjacent sides of the outer container shall be clearly marked to show the following:

- (a) class group number;
- (b) name and address of consignor;
- (c) name and address of consignee (as stated on the Contract or Order);
- (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;

(e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;

- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.

m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).

n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).

q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

a. The Contractor shall provide to the Authority:

(1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and

(2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

(1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and

(2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

(1) activity;

(2) the substance and form (including any isotope);

g. If the Contractor Deliverables, materials or substances have magnetic properties, the

Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW

(2) Emails to be sent to:
DSA-DLSR-MovTpt-DGHSIS@mod.uk

i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

25. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.

b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of

clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

(1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and

(2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority may disclose the Information:

(1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

(2) verify the forest source of the timber or wood; and

(3) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

(1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or

(2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the

Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).

c. The Information provided on the CofC shall include:

- (1) Contractor's name and address;
- (2) Contractor unique CofC number;
- (3) Contract number and where applicable Contract amendment number;
- (4) details of any approved concessions;
- (5) acquirer name and organisation;
- (6) Delivery address;
- (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
- (8) description of Contractor Deliverable, including part number, specification and configuration status;
- (9) identification marks, batch and serial numbers in accordance with the Specification;
- (10) quantities;
- (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
- (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) be responsible for all costs of Delivery; and
- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by

the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;

(2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

(4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and

(5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or

(2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

(1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or

(2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

31. Diversion Orders

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

c. The Authority reserves the right to cancel the Diversion Order.

d. If the terms of the Diversion Order are unclear, the Contractor shall immediately

contact the Representative of the Authority who issued it for clarification and/or further instruction.

e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

LICENCES AND INTELLECTUAL PROPERTY

33. Import and Export Licences

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract,

with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstances to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and

(2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer or export control,

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any

event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure

was incomplete or inaccurate or in the event additional such material is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

(1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or

(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service

is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered

design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

PRICING AND PAYMENT

35. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

37. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:

(1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f

(2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

(3) the Authority receiving notification under both clauses 38.b and 38.c(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and

(2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).

d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:

(1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;

(2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;

(3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and

(4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

TERMINATION

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

(1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or

(2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or

(3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or

(4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or

(6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:

(a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or

(b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.

(7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

(9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(10) the court making an administration order in relation to the company; or

(11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

(12) the company passing a resolution that the company shall be wound-up; or

(13) the court making an order that the company shall be wound-up; or

(14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature

or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):

(1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

(2) enter 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.

d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:

(1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

(2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and

(3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this condition, 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 performing, the prohibited act;

(2) give all 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.

f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor

to:

- (1) not start work on any element of the Contractor Deliverables not yet started;
- (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;

- (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;

- (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.

c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):

- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:

- (a) in the possession of the Contractor at the date of termination; and

- (b) provided by or supplied to the Contractor for the performance of the Contract,

- except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

- (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

- (c) all such unused and undamaged materiel; and

- (d) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;

- (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and

- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);

- (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and

- (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.

g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

a. 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.

b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

45 Project specific DEFCONs and DEFCON SC variants that apply to this contract

DEFCON 127 – Edn 12/14 – Price Fixing Condition For Contracts of Lesser Value (for non-competitive extensions only)

DEFCON 524A – Edn 02/20 – Counterfeit Material

DEFCON 601 – Edn 04/14 – Redundant Materiel

DEFCON 611 – SC2 Edn 02/16 – Issued Property

DEFCON 630 – SC2 11/17 – Framework Agreements

DEFCON 649 – SC2 11/17 - Vesting

DEFCON 658 – SC2 11/17 – Cyber

Further to DEFCON 658 the Cyber Risk Profile of the Contract is **High**, as defined in Def Stan 05-138.

DEFCON 660 – 12/15 – Official-Sensitive Security Requirements

DEFCON 694 – 07/18 – Accounting for Property of the Authority

General Conditions

45.1. DEFCON 532B

DEFCON 532B (Edn. 05/18) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFFORM 532

Personal Data Particulars

DEFFORM 532

Edn 10/19

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This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>Data will come from all areas and teams within DE&S. The Service is owned, managed and assured by DE&S CIO.</p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>The service will migrate from the current incumbent (Deloitte) to newly selected provider(s) based on outcome of ITT process, launching February 2020, result early May 2020.</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>Personal Data is related to all DE&S Personnel and other MOD authorised users of the system.</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>Personnel data</p>

	<ul style="list-style-type: none"> • ParentResourceID: Not collected (functionality to build hierarchy is specific to P3M) • ID/ ResourceID: Individual's PUID. Drives User Name and is also used as a reference on Project data within Unifier (Project Manager named user, Lead Project Controls named user etc). • Name: Employee Name (surname, first name, title) • User Name: PUID will be used here to be consistent with MODNET/ DII user access. • TimeSheetApprovalManager: The relevant approver for the individuals' timesheets which will drive Team Member functionality for timesheet rejection/ editing process. • Role (Functional Role Profile Name): Role ID which links to the Role Profile. Identifies a person as being in a particular Role Profile for Resourcing of project schedules. • EmployeeID: Employee Staff or Service Number is unique and specific to individual. (Please note although PUID is a unique identifier, a person can change their PUID). • EmailAddress: PUID driven 'personal' email to be consistent with MODNet rollout. This will be used to send email notifications. • OfficePhone: Work Phone Number if available (not currently available on Data Warehouse feed). Will enable Project Managers/ Project Controls users to have contact information available for resources booking against their Projects. • IsActive: Active Status to indicate on/ off strength and identify those 'in scope' for time recording.
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>Not Applicable</p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p>The subject matter of the processing is to operate project, programme and portfolio management (P3M, including resource management data related to such activities.</p> <p>P3M is for business workforce planning. HRMS is the raw data source system for all P3M</p>

	Personnel data. It is a well-established MOD wide system with appropriate Privacy notices.
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>Data is collected from all DE&S Personnel through their data held within the Deployment Tool system (which is fed from the HRMS system as the master data source of HR information) – the individual has access to this HR management system to enter and maintain their own personal data. This is replicated into P3M via an Employee Report accessed directly from Deployment Tool into an XML template.</p> <p>Timesheet data will be captured from all Personnel through direct personal data entry</p> <p>Process related approvals, based upon PUID, will be captured automatically within the P3M system workflows.</p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>The P3M access control processes and procedures, used by the DE&S P3M systems administration team, for business authorisation of all roles and security profiles is live and approved by the IAO, as owner of the data. All users will have been through MoD official procedures to allow them to be issued with a PUID and all personnel handling MoD data must do the mandatory DIMP training and comply with the DPA98 and JSP440.</p> <p>Consideration has been given to the provisions of the HMG Bulk Personal Data Guidance document, JSP 440, MoD policies and procedures, DPA98 and forth coming UK Data Protection law (DPA2018). P3M accounts are only issued to authorised DE&S employees.</p> <p>The system is a widely used suite of COTS (commercial off the shelf) software, licensed from Oracle that has been configured by Deloitte under contract from DE&S. The P3M system is provided as a managed hosting service and is</p>

	<p>installed in data centres in Corsham and Farnborough in the United Kingdom. The managed hosting service is currently accredited to hold data at OFFICIAL SENSITIVE level. Oracle Consultancy Services have provided specialist advice, including security consultancy. The environment complies with an IL3 environment hosting the server.</p> <ul style="list-style-type: none"> • User Access and privileges are strictly-controlled and users are authenticated via their MoD Active Directory credentials and the IAO procedures and policies. • Systems used for sourcing data are from accredited MOD systems with assigned Data Owners • Detail is contained in the P3M RMADS. • The increase of users in Release 3 has not changed the impact of compromise which was very low during Release 1. • Policies and procedures are in place and agreed by the P3M IAO. • Users confirm that they have signed the MODNET SyOps. • The system is hosted on an accredited cloud platform dedicated to HMG customers on UK soil. • The architecture has been approved by ISS (Information Support Services) • The system has undergone independent security testing (CHECK ITHC) • Oracle have provided specialist security consultancy • Servers and operating systems are being hardened in accordance with commercial good practice and MOD policy and procedures. • User access is only over RLI using MODNET devices. • The P3M IAO has policies and procedures in place for all people that access the system have to comply with.
<p>Instructions for disposal of Personal Data</p>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p>The P3M system will hold 3 main categories of data:</p> <ol style="list-style-type: none"> a. Specific project related information for around 2000 projects, for which the data retention period is highly variable but a minimum of 7 years. Individual IAOs for the projects will make individual determination of the record retention requirements. b. DE&S financial and general management information for which a 7 years legal policy will apply.

	<p>c. Personal data.</p> <p>The P3M system requires retention of user related data (i.e. PUID, Staff Number, Name, Role ID, Email Address, Work Phone Number, Timesheet Approver and Active flag) for all transactions in order to maintain systems integrity. This data will be held in accordance with a) and b) above.</p> <p>The retention schedule for Personal Identifiable Information associated with the PUID will be 1 year following end of employment in accordance with DPA98 and GPDR requirements. Note that the ability to access the system is governed by normal MOD leaver policy and procedures, controlled through disabling of the PUID within MOD Active Directory.</p> <p>Timesheet data is covered under b) above,</p> <p>There are no instructions in place for disposal of personal data at the commencement of this contract and these requirement agreement with the Authority.</p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>Contract commencement to be confirmed</p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

45.2 Intellectual Property Rights

45.2.1 Allocation of title to IPR

45.2.1.1 Save as expressly granted elsewhere under this Contract:

(a) the Authority shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Contractor or his licensors, including:

- (i) in the Contractor Software;
- (ii) the Contractor Background IPR;
- iii) in the Third Party Software;
- (iv) the Third Party IPR;
- (v) in the Specially Written Software; and
- (vi) the Project Specific IPR.

(b) the Contractor shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Authority or its licensors, including the:

- (i) Authority Software;
- ii) Authority Background IPR; and
- (iii) Authority Data.

45.2.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 45.2.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

45.2.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

45.2.2 Licences granted by the Contractor: Specially Written Software and Project Specific IPR

45.2.2.1 The Contractor hereby grants to the Authority, or shall procure the direct grant to the Authority of, a perpetual, royalty-free, irrevocable, non-exclusive licence to use:

(a) the Documentation, Source Code and the Object Code of the Specially Written Software (including any Contractor Background IPR or Third Party IPR that are embedded in or which are an integral part of the Specially Written Software) which shall include the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate such Specially Written Software;

(b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the Software Supporting Materials); and

(c) the Project Specific IPR including but not limited to the right to copy, adapt, publish (including on the ICT Environment) and distribute such Project Specific IPR.

45.2.2.2 The Contractor shall:

(a) inform the Authority of all Specially Written Software that constitutes a modification or enhancement to Contractor Software or Third Party Software; and

(b) deliver to the Authority the Specially Written Software in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of the Source Code and of the Software Supporting Materials promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Authority.

45.2.2.3 The Contractor acknowledges and agrees that the ownership of the media referred to in Clause 45.2.2.2(b) shall vest in the Authority upon their receipt by the Authority.

45.2.3 Licences granted by the Contractor: Contractor Software and Contractor Background IPR

45.2.3.1 The Contractor hereby grants to the Authority, for the Contract Period a royalty-free and non-exclusive licence to use:

(a) the Contractor Software for any purpose relating to the Goods and Services (or substantially equivalent Goods and Services) or for any purpose relating to the exercise of the Authority's (or, where the Authority is a Central Government Body, any other Central Government Body's) business or function including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display); and

(b) the Contractor Background IPR for any purpose relating to the Goods and Services (or substantially equivalent Goods and Services) or for any purpose relating to the exercise of the Authority's (or, where the Authority is a Central Government Body, any other Central Government Body's) business or function.

45.2.3.2 At any time during the Contract Period or following the Contract Expiry Date, the Contractor may terminate a licence granted in respect of the Contractor Software or the Contractor Background IPR under Clause 45.2.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Clause which constitutes a material breach of the terms of Clauses 45.2.3.1(a) or 45.2.3.1(b) (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Contractor gives the Customer written notice specifying the breach and requiring its remedy.

45.2.3.3 In the event the licence of the Contractor Software or the Contractor Background IPR is terminated pursuant to Clause 33.3.2), the Authority shall:

(a) immediately cease all use of the Contractor Software or the Contractor Background IPR (as the case may be);

(b) at the discretion of the Contractor, return or destroy documents and other tangible materials that contain any of the Contractor Software and/or the Contractor Background IPR, provided that if the Contractor has not made an election within six (6) months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Contractor Software and/or the Contractor Background IPR (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Contractor Software and/or Contractor Background IPR that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Authority) from

any computer, word processor, voicemail system or any other device containing such Contractor Software and/or Contractor Background IPR.

45.2.4 Authority's right to sub-license

45.2.4.1 The Authority shall be freely entitled to sub-license the rights granted to it pursuant to Clause 45.2.2.1 (Licences granted by the Contractor: Specially Written Software and Project Specific IPR).

45.2.4.2 The Authority may sub-license:

(a) the rights granted under Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR) to a third party (including for the avoidance of doubt, any Replacement Contractor) provided that:

- (i) the sub-license is on terms no broader than those granted to the Authority; and
- (ii) the sub-license only authorises the third party to use the rights licensed in Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR) for purposes relating to the Goods and Services (or substantially equivalent Goods and Services) or for any purpose relating to the exercise of the Authority's (or, where the Authority is a Central Government Body, any other Central Government Body's) business or function; and

(b) the rights granted under Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specifically Written Software and/or the Project Specific IPR provided that the sub-license is on terms no broader than those granted to the Authority.

45.2.5 Authority's right to assign/novate licences

45.2.5.1 The Authority:

(a) shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under the licence granted to it pursuant to Clause 45.2.1 (Licences granted by the Contractor: Specially Written Software and Project Specific IPR); and

(b) may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR) to:

- (i) a Central Government Body; or
- (ii) to any public body or any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority.

(c) Where the Authority is a Central Government Body, any change in the legal status of the Authority which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 45.2.2.1 (Licences granted by the Contractor: Specially Written Software and Project Specific IPR) and/or Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR). If the Authority ceases to be a Central Government Body, the successor body to the Authority shall still be entitled to the benefit of the licences granted in Clause 45.2.2.1 (Licences granted by the Contractor: Specially Written Software and Project Specific IPR) and Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR).

(d) If a licence granted in Clause 45.2.2.1 (Licences granted by the Contractor: Specially Written Software and Project Specific IPR) and/or Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR) is novated under Clause 45.2.5.1(b) or there is a change of the Authority's status pursuant to Clause 45.2.5.1(c) (both such bodies being referred to as the Transferee), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Authority.

45.2.6 Third Party IPR and Third Party Software

45.2.6.1 The Contractor shall procure that the owners or the authorised licensors of any Third Party IPR and any Third Party Software which is not commercial off-the-shelf software or Open Source Software grant a direct licence to the Authority on terms at least equivalent to those set out in Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR) and Clause 45.2.5.1(b) (Authority's right to assign/novate licences). If the Contractor cannot obtain for the Authority a licence materially in accordance with the licence terms set out in Clause 45.2.3.1 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR) and Clause 45.2.5.1(b) (Authority's right to assign/novate licences) in respect of any such Third Party IPR and/or Third Party Software, the Contractor shall:

(a) notify the Authority in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Contractor could seek to use; and

(b) only use such Third Party IPR and/or Third Party Software if the Authority approves the terms of the licence from the relevant third party.

45.2.6.2 The Contractor shall procure that the owners or the authorised licensors of any Third Party Software which is commercial off-the-shelf software grants a direct licence to the Authority on terms no less favourable than such software is usually made available and includes these licence terms within the terms of the Contract.

45.2.7 Licence granted by the Authority

45.2.7.1 The Authority hereby grants to the Contractor a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Authority Software, the Authority Background IPR and the Authority Data solely to the extent necessary for providing the Goods and Services in accordance with this Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

(a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Contractor on the same terms as set out in Condition 14. Disclosure of Information; and

(b) the Contractor shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Authority.

45.2.8 Termination of licenses

45.2.8.1 Subject to Clauses 45.2.3.2 and/or 45.2.3.3 (Licences granted by the Contractor: Contractor Software and Contractor Background IPR), all licences granted pursuant to this Clause 45.2 (Intellectual Property Rights) (other than those granted pursuant to Clause 45.2.6.2 (Third Party IPR and Third Party Software) and 45.2.7.1 (Licence granted by the Authority) shall survive the Contract Expiry Date.

45.2.8.2 The Contractor shall, if requested by the Authority in accordance with Schedule 15 Annex B (Exit Plan), grant (or procure the grant) to the Replacement Contractor of a licence to use any Contractor Software, Contractor Background IPR, Third Party IPR and/or Third Party Software on terms equivalent to those set out in Clause 45.2.3.1 (Licences granted by

the Contractor: Contractor Software and Supplier Background IPR) subject to the Replacement Contractor entering into reasonable confidentiality undertakings with the Contractor.

45.2.8.3 The licence granted pursuant to Clause 45.2.7.1 (Licence granted by the Authority) and any sub-licence granted by the Contractor in accordance with Clause 45.2.7.1 (Licence granted by the Authority) shall terminate automatically on the Contract Expiry Date and the Contractor shall:

(a) immediately cease all use of the Authority Software, the Authority Background IPR and the Authority Data (as the case may be);

(b) at the discretion of the Authority, return or destroy documents and other tangible materials that contain any of the Authority Software, the Authority Background IPR and the Authority Data, provided that if the Authority has not made an election within six months of the termination of the licence, the Contractor may destroy the documents and other tangible materials that contain any of the Authority Software, the Authority Background IPR and the Authority Data (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Authority Software, Authority Background IPR and Authority Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Contractor containing such Authority Software, Authority Background IPR and/or Authority Data.

45.3. Payment Terms

Payment terms shall be in accordance with Annex A to Section D (DEFFORM 47). The payment terms are as follows;

Milestone Payment – Table 1 Item 1 /

- The Contractor accepts that failure to achieve successful delivery of Item 1, by the date stated in the delivery date column, will result in payment of the lower figure and the Contractor shall not be able to claim the 33% incentive fee.

Monthly Fee – Table 1 Items 2-10, Table 1A Items 1-9,

- The Contractor accepts that payment of the monthly service fee is subject to the acceptance by the Authority's Nominated Officer, of the service delivered in accordance with Schedule 8 acceptance procedure

Monthly Pay as You Go Fee – Table 1 Item 12, Table 1A Item 11

- The total Contract price includes the current £40,000 a month payment to UKCloud for Infrastructure as a Service. The Authority will reflect any changes in this figure in the Contract.

45.4.Special Indemnity Conditions

DEFCON 076 (SC2)

DEFCON 076 (SC2) (Edn. 11/17) - Contractor's Personnel at Government Establishments

For the purposes of this Contract, the Contractor's liability under Clause 3 of DEFCON 76 (Edn 11/17) shall either be limited to £5M five million pounds per incident or it shall be uncapped as agreed between the parties.

46 Special conditions that apply to this Contract

46.1. Key Personnel

1.1. The Key Personnel are those personnel filling roles which have been identified as key roles at Contract placement and listed at Annex D Schedule 2 and for whom the Authority requires to be notified as detailed in the following sub-clauses where any change to the Key Personnel is to occur. The Contractor shall ensure that each of the Key Personnel (each a Key Person) contributes substantially to the provision of the Services and performance of the Contractor's whole obligations under the Contract. The Contractor shall maintain the fulfilment of the key roles with Suitably Qualified and Experienced Personnel (SQEP) and where the Key Person is an employee of the Contractor or Sub-Contractor, shall not remove or change such Key Person unless: that Key Person is on long term leave or ceases to be employed by the Contractor or Sub-Contractor;

1.1.1. the Services or other obligations for which the person is designated as a Key Person are completed or the role profile has changed; and

1.1.2. with the Authority's prior written consent, which will not be unreasonably withheld.

1.2. The Contractor shall endeavour to ensure that the role of any Key Personnel vacated as in 1.1.1 and 1.1.2 above is promptly filled and that any replacement shall be of equivalent or greater SQEP and shall be fully competent to carry out the responsibilities of the Key Person he or she is replacing. In the event it becomes necessary to engage a temporary replacement for a Key Personnel role, the Contractor shall ensure that the role is temporarily filled by a SQEP replacement during the period of vacancy and that continuity of Service provision is maintained.

1.3. In the event that the Contractor chooses to create or remove any key role which has been previously agreed by the Authority and has been designated a Key Personnel role under the Contract in accordance with Condition 1.1, such role creation or removal shall be subject to the Authority's prior written approval and the Contract will be amended in accordance with SC2 Condition 6 to reflect any such change.

1.1.4 Prior to assigning replacement Key Personnel in accordance with Condition 1.1.2, the Contractor shall:

1.1.4.1 vet the applicant in accordance with good industry practice and applicable security policy and standards;

1.1.4.2 provide the Authority with a curriculum vitae and any other information about the candidate replacement personnel as reasonably requested by the Authority;

1.1.5 The Contractor shall maintain continuity of Service provision throughout the selection process.

1.1.6 The above process shall not apply to personnel roles not designated as Key Personnel roles.

46.2. Contract Options (Contract Years 3 and 4)

1.1 In addition to the firm requirements for Contract Years 1 and 2 against the Contract Schedule of Requirements, the Contractor hereby grants to the Authority the irrevocable Options to proceed to Contract Years 3 and 4 in accordance with the terms and conditions set out in the Contract, it being agreed that the Authority has no obligation to exercise such Options.

1.2 Without prejudice to any other rights and remedies available to the Authority under the Contract, the Authority may elect not to exercise the Options and to exit the Contract at the end of Contract Year 2. The Authority will not be under any obligation to continue to Contract Year 3 following the end of Contract Year 2, and similarly will not be under any obligation to continue to Contract Year 4 following the end of Contract Year 3 where the Option for Contract Year 3 has been taken up by the Authority in accordance with this Condition. The Authority reserves the right not to exercise its Options and to exit the Contract at the end of Contract Year 2 or Contract Year 3 and undertakes to notify the Contractor within a Notice Period of not less than 6 calendar months prior to the end of Contract Year 2 if a decision is made by the Authority not to take up the Option for Contract Year 3, or not less than 6 months prior to the end of Contract Year 3 if a decision is made by the Authority not to take up the Option for Contract Year 4.

1.3 The Authority will notify the Contractor of its decision to take up the Options within a Notice Period of not less than 6 calendar months prior to the end of Contract Year 2 for the Year 3 Option, and within a Notice Period of not less than 6 calendar months prior to the end of Contract Year 3 for the Year 4 Option.

1.4 Contract Years (dates and duration in months if less than 12) are defined in the Annex A to Schedule 2 Contract Schedule of Requirements.

1.5 Exercise of Options: The Authority reserves the right to seek competitive tenders for the optional Contract Years 3 and 4 within the period specified for the exercise of the respective Option as detailed in this Condition even if the Authority has elected not to exercise the Options and to exit the Contract at either the end of Contract Year 2 or Contract Year 3. In such event, the Contractor shall perform the Contract until the end of Contract Year 2 or Contract Year 3 and the Authority will not waive any of its rights under this Condition.

1.6 Options for Infrastructure and Platform as a Service and Application Support Service: - The Authority reserves the right to take up any or all of the Optional Contract Years for either one or both of Part 1 and 2. The Authority's decision to take up either of the Infrastructure and Platform as a Service or Application Support Service Options shall not be construed as a decision in respect of the other Requirement under the Contract. Parts 1 and 2 are entirely separable and no interdependency is inferred in any of the terms of the Contract.

46.3. Commercial Risk

1.1. The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- particular risks and their impact; or
- risk reduction measures, contingency plans and remedial actions

1.2. shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risks of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

46.4. Government Furnished Assets (GFA)

1.1 Government Furnished Assets (GFA) shall refer to any equipment, information, facilities, services, personnel or any other resource issued to the Contractor for use under the Contract.

1.2. The provisions of DEFCON 611 and DEFCON 694 shall apply to any items issued to the Contractor. The details of the required GFA including Government Furnished Information (GFI) are included at Annex E Schedule 2.

1.3. The Authority will endeavour to meet reasonable requests for GFA. Where such requests are considered unreasonable by the Authority, the Contractor agrees to work with the Authority to find a suitable solution.

1.4.. If additional GFA is required in excess of the items referenced in Annex E to Schedule 2, the Contractor shall request such additional GFA in writing to the Authority's Commercial Manager stated in Box 1 of DEFFORM 111. The request shall include the GFA required, the date(s) by which it is required (the request shall provide as much notice as is practicable in the circumstances), the location and the loan period (when, if applicable, it will be returned to the Authority). The Authority will endeavour to meet such requests but there is no obligation to do so. Failure of the Authority to meet any additional GFA request shall not permit any failure of the Contractor to perform the Contract. Where additional GFA is critical to performance of the Contract, the Contractor shall state this in writing to the Authority's Commercial Manager (stated in Box 1 of DEFFORM 111) upon request of the GFA.

1.5.. The Contractor may only request Government property through the terms of this Condition and only in relation to provision of the agreed requirement (performance of the Contract.)

1.6.. The Authority does not give any warranty or undertaking as to the completeness, accuracy or fitness for any purpose of any of the Authority provided information (nor as to the quality or suitability of any other GFA provided) and neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute or otherwise as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind in the Authority-provided information.

47 The processes that apply to this Contract are

Please see Schedules.

47.1 TUPE

47.1.1. The Contractors attention is drawn to the requirements of Schedule 19.

SC2 Schedules

Schedule 1 - Definitions of Contract Articles

means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. **(This definition only applies when DEFCONs are added to these Conditions);**

Authority

means the Secretary of State for Defence acting on behalf of the Crown;

Authority's Representative(s)

shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;

Business Day

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

Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or Executive Agency;

Collect

means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by 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, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), 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 the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements

if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation

(ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM

means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>;

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;

Delivery Date

means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Denomination of Quantity (D of Q)

means the quantity or measure by which an item of material is managed;

Design Right(s)

has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

Diversion Order

means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

Effective Date of Contract

means the date specified on the Authority's acceptance letter;

Evidence

means either:

- a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
- b. other robust Evidence of sustainability or

	FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
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;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are

	issued by the Authority shall apply;
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;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for

	transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
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;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 - Additional Definitions

The following additional definitions shall apply.

Acceptance Criteria	means pre-established standards or requirements that a product, project or service must meet as per Schedule 2, or as subsequently agreed between the Parties, to be accepted by the Authority in accordance with Schedule 8.
AD Trust	An Active Directory Trust that has been created to maintain a relationship between 2 domains to ensure resources in domains can be accessed by users.
Application Support Contractor	means the contractor responsible for providing DES P3M Application Support Services to the Authority.
Application Support Service	means the Contractor's application support service as per Schedule 14, which has been provided by the Contractor in accordance with Schedule 2.
Authority Nominated Officer	The Authority Nominated Officer is responsible for the acceptance of the Schedule of Requirements Items once the Contractor has demonstrated to his/her satisfaction the achievement of each of the specified requirements.
Authority Notice of Change	The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal.
Authorised User(s)	means any person having been given access to the DES P3M system by the Authority. This will include, but is not limited to, people within DE&S, Front Line Commands, Design Organisations and industry partners.
Authority Assets	means the Authority's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Goods and/or Services.
Authority Data	means: <ul style="list-style-type: none"> the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Authority's Confidential Information, and which: are supplied to the Contractor by or on behalf of the Authority; or the Contractor is required to generate, process, store or transmit pursuant to this Call Off Contract; or any Personal Data for which the Authority is the Data Controller.
AWARD	A collaborative web-based evaluation solution provided by Commerce Decisions. Access to the solution is provided for the ITT process.
BPSS	Baseline Personnel Security Standard is the minimum required level of screening for any individuals working with or on behalf of government department.
Collaboration	means the Infrastructure and Platform Support Contractor, the Application Support Contractor and the R4 Configuration Contractor working collaboratively to deliver their contractor deliverables to the Authority in an optimum fashion as per Schedule 9.
Contract Year	In accordance to Annex A to Schedule 2
Critical Service Level Failures	means any instance of critical service level failure specified in the service level agreement at per Schedule 13.

Data Controller	has the meaning given to it in the Data Protection Act 1998, as amended from time to time
Data Guard	Data Guard is an Oracle software product supplied by the Authority as GFA that provides a comprehensive set of services to create, maintain, manage and monitor one or more standby databases to enable production Oracle databases to survive disasters and data corruptions. Data Guard maintains these standby databases as consistent copies of the product database.
Data Room	means the electronic depository hosted on the AWARD tool and designated as the 'electronic data room' by the Authority in which information will be stored.
DE&S (DES)	means Defence Equipment and Support.
Deductions	means all Service Credits, Delay Payments or any other deduction which the Authority is paid or is payable under this Contract.
DEF STAN 05-138	References the Defence Standard that covers Cyber Security standards for Defence Contractors
Delay	means a delay in the Achievement of a Milestone by its Milestone Date.
DES P3M Application Support Service	means the contractor deliverables provided by the Application Support Contractor that together form the DE&S P3M Application Support Service.
DES P3M environments	The DES P3M environments are designed to support the various activities in the project lifecycle leading to the implementation and support of the P3M solution. Any environment for the P3M project will host the various applications to provide complete end to end functionality.
DES P3M Service	means the combination of the Contractor Deliverables placed with the Infrastructure and Platform Support Contractor and Application Support Contractor to enable the provision of the DES P3M System to the Authority.
DES P3M System	means the Oracle Primavera applications procured by the Authority and provided to the Contractor as GFA to meet the DES P3M infrastructure and platform support requirement for P3M management within DE&S.
Disaster Recovery Plan	means the Contractor's Disaster Recovery plan as per Schedule 17, a version of which has been provided by the Contractor in accordance with Schedule 2 and as updated from time to time.
DTT	stands for the Development, Test and Training hosted environment
ETL	Extract, Transformation and Load and refers to the Oracle supplied processes that transfer and transform the data from the Primavera production application databases to the Primavera BI Analytics platform and as provided by the Authority as GFA.
Exadata	The Oracle Exadata Database Machine is a computing platform optimised for running Oracle Database.
Exit Plan	means the Contractor's exit plan as per Schedule 15, a version of which has been provided by the Contractor in accordance with Schedule 2 and as updated from time to time.
Go-Live	means the formal go-live date of the operation of the DES P3M Service by the Contractor(s). At latest this must be before 10th August 2020. Intent is for this to be a date in July 2020 following agreement by Contractor(s) and Authority. Early go-live will allow a period of hands-off support from the exiting supplier.
GPG13	Good Practice Guide No 13 – a document for the purpose of issuing advice to UK Government, public sector organisation and/or related organisations for the protective monitoring for HMG ICT Systems
Hosting Service	means the Contractor's hosting services as per Schedule 14, which has been provided by the Contractor in accordance with Schedule 2.
Infrastructure	means the Contractor responsible for providing Infrastructure and Platform

and Platform Support Contractor	Support Service to the Authority.
Infrastructure and Platform Support Service	means the requirements and Contractor Deliverables provided by the Infrastructure and Platform Support Contractor that together form the DE&S P3M Platform and Infrastructure Support Service.
Infrastructure as a Service	means the Contractor's infrastructure as a service as per Schedule 14, which has been provided by the Contractor in accordance with Schedule 2.
ISS/DD	means the Defence Digital organisation within the UK MoD whose responsibility is information and communications technology support for MoD operations and business. Formerly known as Information Systems and Services.
Java JDK	Java Development Kit used for developing, testing, prototyping or demonstrating Java Applications and is provided by the Authority as GFA.
JSP 604	Joint Service Publication 604 – Network Rules. The JSP 604 is owned by Defence Chief Information Officer and has been developed to ensure coherence, performance and integrity of Defence Networks by a: defining the shaping and assurance rules and process applied by the Network Technical Authority (NTA) for the development of ICT changes to the Defence Network and b. defining the Release and Deployment Approval process applied by the Network Operating Authority (NOA) for the introduction of ICT changes to the Defence Network.
Key Personnel	means the individuals (if any) identified are those personnel filling roles which have been identified as key roles at Contract placement and listed at Schedule 2 and for whom the Authority requires to be notified when there is any change to the Key Personnel.
Master Service Desk	The Master Service Desk provides the overarching service desk capability across the Application Support Contractor and Infrastructure and Platform Support Contractors. The Master Service Desk acts as a single point of contact for the Authority internal service team but will not be directly user facing. The Master Service Desk will facilitate the lifecycle of all Service Incidents and Requests, and associated communications to the Authority. The Master Service Desk will be the central point of truth for incident, request and change ticketing information.
Milestone	means an event or task described in Schedule 2 which, if applicable must be completed by the relevant Milestone Date to meet the agreed Acceptance Criteria.
Milestone Date	means the target date set out in Schedule 2 by which the Milestone must be achieved.
Milestone Payment	means a payment identified in Schedule 2 to be made following the signature of the milestone / service delivery acceptance form as per Schedule 8 Annex A in respect of achievement of the relevant milestone in respect of achievement of the milestone to meet the acceptance criteria.
Monthly pay as you go utility based pay as you go fee	means the monthly pay as you go utility based pay as you go fee for the provision of an infrastructure as a service offering that is based on the current fee of £40,000 plus any fee charged by the DE&S P3M Infrastructure and Platform Service Contractor as per Schedule 2.
Monthly Service Fee	means the monthly service fee in accordance with Schedule 2 subject to achievement of the agreed service level agreement and service credits to be made following the signature of the milestone / service delivery acceptance form as per Schedule 8 Annex A in respect of achievement of the service level agreement as per Schedule 13.
Network Operating	The Network Operating Authority (NOA) provides day-to-day operational management of the Defence network, monitoring and managing more than

Authority (NOA)	750,000 configurable IT assets. Network Operating Authority: protects, operates and defends the Defence network thereby preserving its operational capability and integrity.
Oracle Business Intelligence	Oracle Business Intelligence (Enterprise Edition) is Oracle Corporation's set of business intelligence tools, producing enterprise reports, scorecards, dashboards, ad-hoc analysis, based on a central Business Intelligence Server and is provided by the Authority as GFA.
Onboarding Plan	means the Contractor's onboarding plan as per Schedule 11, which has been provided by the Contractor in accordance with Schedule 2.
Operational Support Facility	means the Contractor's onboarding support facility as per Schedule 12, which has been provided by the Contractor in accordance with Schedule 2.
Oracle Advanced Customer Services	A global business within Oracle Support, Advanced Customer Services (ACS) focused exclusively in facilitating the continual operational improvement of Oracle environments throughout their Oracle solution lifecycle. The ACS portfolio of product specific solutions consists of lifecycle services, operations management and expert services. Access to ACS is provided by the Authority as GFA.
Oracle Enterprise Manager	Oracle Enterprise Manager is a set of web-based tools aimed at managing software and hardware produced by Oracle Corporation and is provided by the Authority as GFA.
Oracle Support Service	means the Contractor's Oracle Support service as per Schedule 14, which has been provided by the Contractor in accordance with Schedule 2.
Oracle WebLogic	Oracle WebLogic Server is a Java EE application server currently developed by Oracle Corporation and is provided by the Authority as GFA.
P3M	means project, programme and portfolio management
P3M Change Process	means the P3M change process between the Authority, the Infrastructure and Platform Support Contractor, the Application Support Contractor and the R4 Configuration Contractor as provided in Schedule 10
Party	means the Authority or the Contractor and Application Support Contractor and R4 Configuration Contractor and Parties shall mean all of them.
Platform and Infrastructure Support Contractor	means the Contractor responsible for providing Infrastructure and Platform Support Services to the Authority.
Platform and Infrastructure Support Service	means the Contractor Deliverables provided by the Platform and Infrastructure Support Contractor that together form the DE&S P3M Platform and Infrastructure Support Service.
Platform as a Service	means the Contractor's Platform as a Service as per Schedule 14, which has been provided by the Contractor in accordance with Schedule 2.
PPE	PPE stands for Pre-Production hosted environment.
Primavera Gateway facility	Oracle's Primavera Gateway provides a standard data integration solution for connecting Primavera Applications internally and with other enterprise applications and is provided by the Authority as GFA.
R4 Configuration Contractor	means the Contractor responsible for configuration and testing of Release 4.
Recovery Point Objective (RPO)	means the maximum targeted period in which data might be lost from an IT service due to a major incident.
Recovery Time Objective (RTO)	means the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity.
Release 4	means item(s) produced primarily to extend, alter or improve the DES P3M

	System and / or any R4 configuration partner deliverable providing additional functionality or performance enhancement.
Remote Desktop Services (RDS)	Remote Desktop Services, known as Terminal Services in Windows Server 2008, is a component of the Microsoft Windows operating system that allows a user to take control of a remote computer or virtual machine over a network connection
Request for Change	means the formal request for technical changes to be made on the DES P3M Service. Also typically used in reference to change ticketing as presented to the Change Advisory Board (CAB)
RMAN	Recovery Manager is a backup and recovery manager supplied by Oracle Corporation for Oracle databases. It provides database backup, restore, and recovery capabilities addressing high availability and disaster recovery concerns.
Security Management Plan	means the Contractor's Security Management plan, which will be agreed, as per Schedule 16
Service Credits	means any service credits as per Schedule 13 which have been provided by the Contractor within the SLA being payable by the Contractor to the Authority in respect of any failure by the Contractor to meet one of more Service Levels.
Service Level	means any service levels applicable to the provision of the Infrastructure and Platform Support Service as per Schedule 13.
Service Level Agreement (SLA)	means the defined levels of service expected from the Contractor as per Schedule 13 which has been provided by the Contractor in accordance with Schedule 2 and as updated from time to time.
SIEM	Security information and event management software products and services that provides real-time analysis of security alerts generated by applications and network hardware
SSL	SSL Certificates are digital certificates that when installed allows secure connections from a web server to a browser. The certificates bind a cryptographic key to an organisation's details.
User	means Authorised User.
VPN	A virtual private network extends a private network across a public network and enables users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network.

Schedule 2 - Statement of Requirements

DE&S P3M Support

1. Background and Introduction

- 1.1. DE&S is a part of the UK Ministry of Defence and is responsible for the acquisition and support of Defence Equipment on behalf of the UK Armed Forces. The annual spend is in the order of £13Bn.
- 1.2. DE&S has acquired and deployed a Primavera based tool suite to enhance its delivery performance. Project, Programme and Portfolio Management (P3M) system consists of an Oracle product suite that contains schedule and cost management capability at its core. The core capability elements of the P3M toolset are:
 - a. Scheduling and resourcing - P6.
 - b. Cost management, funding forecasting, change management - Unifier.
 - c. Time recording - Team Member.
 - d. Earned Value Management (EVM), Milestone and other reporting – Oracle Business Intelligence Enterprise Edition (OBIEE).
- 1.3. P6, OBIEE and Team Member are successfully deployed and several hundred EVM cost performance reports are currently produced each month against the DE&S Order Book. The P3M tool suite Release 3 went live in March 2018 and is currently providing a planning and scheduling capability for ~800 projects using P6, Team Member time recording across the enterprise (~12,000 personnel) and a series of dashboards in OBIEE (EVM, milestones, etc). EVM OBIEE reports are currently being produced from P6 and OBIEE.
- 1.4. Release 3 also delivered a set of business processes in Unifier, but these were not adopted beyond the piloting stage for a variety of reasons. This was primarily driven by limited native integration between P6 and Unifier and DE&S process immaturity at the time. The P6 and Unifier integration has been significantly improved in software release (18.x) and DE&S process maturity has improved.
- 1.5. Cost forecasting, EVM, approval management and project management business requirements will be further developed in P3M Release 4 (R4) using the enhanced capabilities of the updated Oracle Primavera tool suite.
- 1.6. A key aim of Release 4 is to provide an integrated P6 and Unifier solution, appropriate business process integrations to achieve 'enter data once use many' and integrations/interfaces to other DE&S/MoD systems. This will permit DE&S to fully realise the planned benefits of an integrated project/portfolio management and control system. The aim is to uphold the design principle of 'enter data once - use many' in the system.
- 1.7. The R4 Configuration Contractor may choose to use the existing configuration and business processes in Unifier or replace with alternative configurations to satisfy the R4 requirements defined in the Data Room. DE&S has licenses for the full Primavera

product suite, including applications such as PPM that are not currently utilised. These are available for use to meet the requirements if appropriate.

2. DE&S P3M Contractors

2.1. The Contractor will be part of a wider team for the future configuration and support of the P3M system within DE&S. The primary roles are:

- R4 Configuration Contractor – the contractor responsible for configuration and testing of Release 4 (under separate contract).
- Infrastructure and Platform Support Contractor – the Contractor responsible for providing infrastructure and platform support to the P3M system under Part 1•
- Application Support Contractor – the Contractor responsible for providing Application Support to the P3M system under Part 2.

3. Structure of the P3M Support Requirement

3.1. The Structure of the P3M Support 2020 requirement is as follows:

- Generic P3M Support Requirement
- Part 1 - DE&S P3M Infrastructure and Platform Support Service; and
- Part 2 - DE&S P3M Application Support Service.

4. Generic P3M Support Requirements

4.1. The generic P3M Support requirements that shall be maintained throughout the duration of the contract and apply both to Part 1 and Part 2 of the requirement. Detail of these requirements are provided in the Table below. Failure to comply with the basic P3M Support requirements may be considered a material breach by the Authority.

Serial	Requirements / Contractor Deliverable
1.1	UK Based Services - The Contractor shall demonstrate that all Requirements and Contractor Deliverables will be met using UK based services throughout the duration of the Contract.
1.2	Security Cleared Contractor Personnel - The Contractor shall provide UK based personnel security vetted to SC to deliver the service as per the requirement throughout the duration of the Contract. Any Contractor Personnel identified as Key Personnel shall be provided at Schedule 2, Annex D.
1.3	Cyber Risk Assessment - The Contractor shall comply and ensure ongoing compliance with the Cyber Risk Assessment as conducted via Octavian throughout the duration of the Contract.
1.4	Collaboration - The Contractor will be required to collaborate with the Authority, the other Contractor to enable the delivery of the DE&S P3M Service, the deployment of new capability onto the live P3M system and to provide advice and guidance for the Application Support Service when required throughout the duration of the Contract. The requirement shall be delivered in accordance with Schedule 9.

Part 1: DE&S P3M Infrastructure and Platform Support Service

1. The Infrastructure and Platform Support Service

1.1. The high-level Infrastructure and Platform Support requirement is for a Contractor to provide a resilient infrastructure and platform for the DE&S P3M system, covering three separate environments classified no higher than Official Sensitive. P3M is the DE&S system name for Primavera Applications (P6, Unifier, Team Member, PRA, Gateway, Primavera Analytics and use of Oracle Business Intelligence). The Infrastructure and Platform Support Service shall include facilitating the use of current hosting arrangements to maintain accreditation, to minimise costs and risks through either partnering with UKCloud or becoming a UKCloud Managed Partner. This includes the virtual infrastructure with UKCloud, achieved via a transfer of ownership from incumbent supplier and re-locating Authority-owned Exadata machines within the Ark Data Centres.

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
<u>Basic Compliance Requirement for Application Support</u>			
1.1	Compliance - The Contractor shall align to the following industry standards in the performance of the Infrastructure and Platform Support Service – ISO 9001, ISO 20000, ISO 10007, Cyber Essentials. The Contractor will have to maintain evidence of 27001 certification.		Basic compliance requirement to be maintained throughout the duration of the Contract.
<u>The P3M Platform and Infrastructure Support Service Requirement</u>			
<u>Transition</u>			
2.1	Standing Up the Infrastructure and Platform Support Service - The Infrastructure and Platform Support Contractor shall work collaboratively with the Authority and Application Support	The Milestone payment for onboarding shall be inclusive of the of the service scope from 15 th June	10/08/2020. Formal acceptance of Milestone by Authority that the formal Infrastructure and Platform

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>Contractor to stand-up the Infrastructure and Platform Support Service and the DE&S P3M Service.</p> <p>The Infrastructure and Platform Support Service shall commence as soon as agreed with the Authority (with development environment planned for 15th June 2020 and PPE/PRD for 13th July 2020) to provide a period of transition between the Infrastructure and Platform Support Contractor and incumbent Contractor.</p> <p>The formal Infrastructure and Platform Support Service must commence from 10 August 2020.</p> <p>The requirement shall be delivered in accordance with the Onboarding Plan at Schedule 11.</p>	<p>until 13th July 2020 as related to the DTT environment and then from 13th July 2020 until 10th August 2020 (commencement date of contract) the service scope related to the DTT, PPE and PRD environments.</p> <p>Service Credits will not apply prior to 10th August 2020 (commencement date of the contract).</p>	<p>Support Service is ready to commence in accordance with Schedule 2 and following the acceptance process at Schedule 8.</p>
2.2	<p>Transitioning the Infrastructure and Platform Support Service –</p> <p>The Infrastructure and Platform Support Contractor shall manage the transition of the Infrastructure and Platform Service from the Authority and incumbent contractor.</p> <p>The Infrastructure and Platform Support Contractor shall be responsible (including project management) for the re-location of the Exadata machines within the Ark Data Centres prior to the commencement of the service in consultation with the incumbent supplier, Ark personnel and Exadata subject-matter experts from Oracle. The re-location of the Exadata machines and the immediate take-on of responsibility for the respective Infrastructure and Platform Services for these environments needs to be delivered via a phased approach. The PPE and Prod environments will need to be migrated and service transitioned together. The DTT environment</p>	<ul style="list-style-type: none"> - Three Exadata Machines (one per P3M environment) owned by DE&S are currently hosted at the Ark Data Centres via the incumbent Contractor and will need to be re-homed within Ark and supported from only a hosting perspective. - The hardware support (Oracle Support) of the Exadata is owned by DE&S and will be managed via Application Support Provider. - Two Exadata machines (Prod and Development & Test) are hosted at Corsham and the other Exadata (PPE) at Farnborough. The Exadata 	

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>needs be migrated and service transitioned (for planned commencement of service on 15th June 2020). The DTT exercise needs to demonstrate assurance to the Authority that the PPE and Prod Exadata machines can be migrated without serious risk to DE&S P3M Service. The Prod and PPE environments need to be migrated for planned commencement of service on 13th July 2020). Migration work for the PPE and Prod environments will have to be planned to minimise disruption to the Authority and especially the availability of the P3M System during current agreed hours of operation (7am to 7pm, Monday to Friday).</p> <p>The Infrastructure and Platform Contractor shall facilitate such services via the UKCloud Limited (UKCloud) platform and transition the ownership of the virtual infrastructure within UKCloud from the incumbent to the Infrastructure and Platform Support Contractor.</p> <p>The Infrastructure and Platform Support Contractor shall also re-home and host the three Authority owned Exadata machines within Ark Corsham and Farnborough and establish connectivity from Exadata machines to UKCloud application layer.</p> <p>The Infrastructure and Platform Support Contractor shall connect and access the MOD network through either an accredited VPN connection over the public internet or via an accredited dedicated connection as part of the MOD partner network and achieve accreditation of this network connection prior to commencement of the Infrastructure and Platform Support Service.</p> <p>The requirement shall be delivered in accordance with the</p>	<p>machines will have to be hosted to ensure that any connectivity with the UKCloud Infrastructure is optimised for system performance.</p> <p>The Exit Plan, as currently agreed between the Authority and the incumbent contractor, allows for a significant period of knowledge transfer (sessions across 2 months commencing in May 2020) from the incumbent supplier to the Infrastructure and Platform Support Contractor to allow for migration and service transition. The incumbent contractor will field any questions from the Infrastructure and Platform Support Contractor after service transition, but the Infrastructure and Platform Support Contractor shall be responsible for Service Level agreements from the point of service transition and acceptance of service by the Authority.</p>	

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	Onboarding Plan at Schedule 11.		
<u>Service Management</u>			
3.1	<p>Operational support facility –</p> <p>The Infrastructure and Platform Support Contractor shall operate an operational support facility for the Infrastructure and Platform Support Service for the Authority and the Application Support Contractor.</p> <p>The operational support facility shall integrate with the Master Service Desk provided by the Application Support Contractor. The operational support facility shall:</p> <ul style="list-style-type: none"> - For Operational Service Hours (08:00 to 17:00, Monday to Friday, excluding UK Public Holidays) and a 24*7 online facility to raise a ticket. - include (at minimum) incident, problem, change and service requests - Provide updates to the Master Service Desk; - The ability to extract data from the solution to support Key Performance Indicator reporting. - Notify the Master Service Desk and Authority about major incidents, including all security incidents, within 1 hour of 		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>occurrence (as defined by active monitoring or incident) during Operational Service Hours OR at start of next day service hours if such incidents occur outside of service hours. Notifications will be delivered via email to the nominated Authority and Master Service Desk point(s) of contact or mailbox(es).</p> <p>- Apply Information Technology Infrastructure Library (at least ITIL v3) best practices.</p> <p>The requirement shall be delivered in accordance with the operational support facility document at Schedule 12.</p>		
Service Levels			
4.1	<p>The Infrastructure and Platform Support Contractor shall work collaboratively with the Authority and the Application Support Contractor to enable the provision of the DE&S P3M service Monday to Friday, excluding UK Public Holidays, between 07.00 and 19.00 within the agreed Service Levels and scope of the Infrastructure and Platform Support Service.</p> <p>The requirement shall be delivered in accordance with the Service Level Agreement at Schedule 13.</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>
4.2	<p>The Infrastructure and Platform Support Contractor shall work collaboratively with the Application Support Contractor to maintain a minimum performance level, meaning here the ability to access and use the Primavera applications, as per data room document "Supporting Information – Service Levels".</p> <p>The Infrastructure and Platform Support Contractor shall provide</p>		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	any tool-set monitoring required to meet the required service levels. The requirement shall be delivered in accordance with the Service Level Agreement at Schedule 13.		
4.3	The Contractor shall provide and maintain the DE&S P3M Service according to the Critical Service Levels defined as applicable in Data Room document "Supporting Information – Service Levels". The requirement shall be delivered in accordance with the Service Level Agreement at Schedule 13.		
Hosting			
5.1	Hosting the DE&S P3M environments - The Infrastructure and Platform Support Contractor shall host the DE&S P3M environments within UKCloud, and enable access from MoD accredited, network attached, devices in accordance with JSP 604, DEF STAN 05-138 and ISO 27001/2. This includes the provision of suitable, technically qualified subject matter experts to enable the Authority to maintain accreditation of the DE&S P3M environments over the life of the Contract by taking all reasonable steps to support the accreditation process with relevant inputs from the Authority. The requirement shall be delivered in accordance with the hosting service document at Schedule 14, Annex A.		Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A. Monthly report agreed and authorised by Authority in accordance with Schedule 8.
5.2	Hosting the Exadata Machines - The Infrastructure and Platform Support Contractor shall host the Authority's Exadata Machines at the Ark Data Centres at Corsham and Farnborough and ensure that any connectivity with the UKCloud Infrastructure is maintained and		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>optimised for system performance.</p> <p>The requirement shall be delivered in accordance with the hosting service document at Schedule 14, Annex A.</p>		
<u>Infrastructure as a Service</u>			
6.1	<p>Infrastructure as a Service - The Infrastructure and Platform Support Contractor shall provide a virtual infrastructure, capable of dynamic scaling and based on the information provided in the Data Room.</p> <p>The Infrastructure and Platform Support Contractor shall be responsible for the management of licensing RDS and SSL certificates including the monitoring of expiry times for such certificates.</p> <p>The Infrastructure and Platform Support Contractor shall provide monthly capacity reports for the virtual infrastructure to include key server metrics to the Authority and contribute to quarterly capacity planning meetings with the Authority.</p> <p>The requirement shall be delivered in accordance with the infrastructure as a service document at Schedule 14, Annex B.</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A.</p> <p>Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>
<u>Platform as a Service</u>			
7.1	<p>Active System Monitoring - The Infrastructure and Platform Support Contractor shall use active system monitoring and alerting for service availability and security breaches (at a minimum). Details of the monitoring and alerting will be maintained as documentation and made available to the Authority for technical assurance either by themselves or selected third-parties.</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A.</p> <p>Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>This shall include the provision of Key Personnel for the duration of the Contract as per Schedule 2, Annex C and Schedule 14, Annex C.</p> <p>The requirement shall be delivered in accordance with the platform as a service document at Schedule 14, Annex C.</p>		
7.2	<p>Operating System Support - The Infrastructure and Platform Support Contractor shall provide operating system support (Microsoft Windows 2016 and Oracle Linux 7) including monthly patching, the application of any urgent security patches and operating system upgrades required for future application upgrades (current release level is 18.8).</p> <p>The requirement shall be delivered in accordance with the platform as a service document at Schedule 14, Annex C.</p>		
7.3	<p>AD Trust Support - The Infrastructure and Platform Support Contractor shall support an existing AD Trust that is integrated with MOD Active Directory to provide use of single set of MOD credentials for access to P3M Systems. Maintenance of application-level Domain Controllers and Active Directory Groups will be the responsibility of the Infrastructure and Platform Support Contractor and does not include administration of the Master Active Directory.</p> <p>The requirement shall be delivered in accordance with the platform as a service document at Schedule 14, Annex C.</p>		
7.4	<p>Firewalls - Infrastructure and Platform Support Contractor shall provide maintenance of firewall configurations, firewall upgrades</p>		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>and administration of network subnets pertinent to access to infrastructure solution and between tiers of the solution</p> <p>The requirement shall be delivered in accordance with the platform as a service document at Schedule 14, Annex C.</p>		
7.5	<p>SIEM - Infrastructure and Platform Support Contractor shall deploy and maintain a SIEM solution to supply Cyber security protective monitoring that will provide a platform with UK government recognised GPG13 accreditation. The requirement shall be delivered in accordance with the platform as a service document at Schedule 14, Annex C.</p>		
7.6	<p>Citrix Management - The Infrastructure and Platform Support Contractor shall provide, manage and maintain the Citrix estate including licences, Citrix Configuration Databases, Delivery Controllers, XenApp Servers and Netscalers to protect resilience of the Citrix infrastructure and application load-balancing.</p> <p>The requirement shall be delivered in accordance with the platform as a service document at Schedule 14, Annex C.</p>		
7.7	<p>Backups - The Infrastructure and Platform Support Contractor shall be responsible for all necessary backups related to infrastructure and platform, including the provision of suitable storage for database backups, logs and off-site backups. The Infrastructure and Platform Support Contractor shall provide a secure backup capability to enable restoration of MoD information in accordance with the requirement for Disaster Recovery services. The requirement shall be delivered in accordance with the platform as a service document</p>		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	at Schedule 14, Annex C.		
7.8	<p>IT Health Check - The Infrastructure and Platform Support Contractor shall be responsible for obtaining an annual third-party IT Health check as agreed between the parties responsible for the P3M system. The Infrastructure and Platform Support Contractor shall implement any necessary remedial work associated with the Infrastructure and Platform Service and notify the Application Support Contractor of any necessary remedial work associated with the Application Support Service.</p> <p>The requirement shall be delivered in accordance with the platform as a service document at Schedule 14, Annex C.</p>		IT Health Check date to be agreed between the Parties. Formal acceptance of IT Health Check shall be accepted by the Authority upon delivery of the IT Health Check report.
<u>Exit Management</u>			
8.1	<p>Exit Management Support - The Infrastructure and Platform Support Contractor shall produce and maintain an Exit Plan to assist and enable the transition of the Infrastructure and Platform Support Service to a new service provider or the Authority with minimum disruption and inconvenience to the Authority to be delivered within 180 days of the Infrastructure and Platform Support Service of Go-Live date.</p> <p>In delivering any Exit Plan the Infrastructure and Platform Support Contractor shall enable the following exit objectives to be met:</p> <p>a. Transition of the Infrastructure and Platform Support Service, or part thereof, to a new service provider or the Authority and minimising any negative impact, including disruption or deterioration to the Infrastructure and Platform Support Service;</p>		<p>Monthly Service Fee & Milestone Payment</p> <p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p> <p>Exit Management Support delivery date to be agreed between the parties and in accordance with</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>b. Assistance by the Infrastructure and Platform Support Contractor to a new service provider or the Authority to plan, manage and execute the transfer of Infrastructure and Platform Support Service.</p> <p>c. Data migration and transfer activities by the Infrastructure and Platform Support Contractor to avoid data loss or integrity issues.</p> <p>The requirement shall be delivered in accordance with the Exit Plan at Schedule 15.</p>		<p>Schedule 15. Formal acceptance of the Exit Management Support milestone shall be accepted upon successful hand-over of the DE&S P3M Platform and Infrastructure Support Service to a new supplier or the Authority in accordance with Schedule 8.</p>
Security			
9.1	<p>Security - The Infrastructure and Platform Support Contractor shall provide a Security Management Plan (SMP) that sets out the security controls to be implemented and maintained by the Infrastructure and Platform Support Contractor in relation to the security aspects and processes associated with the delivery of its Infrastructure and Platform Service to the Authority in accordance with MoD and HMG policies.</p> <p>The Infrastructure and Platform Contractor shall develop the final SMP as soon as practicable after Go-Live of the Contract but no later than twenty (20) working days (or such other period as the Parties may agree) after Go-Live.</p> <p>Specifically, the Infrastructure and Platform Support Contractor's SMP shall:</p> <ul style="list-style-type: none"> • Set out the security controls to be implemented and maintained by the Infrastructure and Platform Support Contractor and its subcontractors in relation to security requirements and processes 		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>associated with the delivery of the services to be delivered under the agreed contractual terms.</p> <ul style="list-style-type: none"> • Demonstrates that the security policies, controls, procedures and services provisioned comply with the provisions and principles set out in line with the relevant client and regulatory framework. • Aims to protect the aspects of the services and the processes associated with the delivery of the Infrastructure and Platform Support Services, including the Authority premises, the sites, the contractor system and any ICT system. <p>The requirement shall be delivered in accordance with the Security Management Plan at Schedule 16.</p>		
<u>Disaster Recovery</u>			
10.1	<p>Disaster Recovery - The Infrastructure and Platform Support Contractor shall work collaboratively with the Application Support Contractor to provide a Disaster Recovery Plan to ensure continuity of the DE&S P3M Service following any failure or disruption of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster.</p> <ul style="list-style-type: none"> - A Disaster Recovery Plan shall be provided for the DE&S P3M Service Go-Live date but the final agreement with the Authority on the Disaster Recovery Plan should be no later than ninety (90) working days (or such other period as the parties may agree) after the Go-Live Date. - A Recovery Point Objective (RPO) of 12 hours (100% of service capability and data recovered) applying to the point at which incident or loss occurs; 		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex A. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<ul style="list-style-type: none"> - A Recovery Time Objective (RTO) of 24 hours to restore to the agreed RPO or better. - An annual end-to-end disaster recovery simulation as agreed with the Authority every Contract Year, meeting the stated RPO and RTO, and in accordance with the Disaster Recovery Plan. - A six-monthly review of Disaster Recovery Plan in collaboration with the Application Support Contractor. <p>The RPO is not restricted to in service hours, but time of incident -12 hours. The RTO is measured as per service hours.</p> <p>The Infrastructure and Platform Support Contractor and Application Support Contractor shall invoke the disaster recovery capability when requested by the Authority's in the event it is deemed necessary by the Authority to maintain continuity of live service.</p> <p>In the case that a request is made by the Authority to invoke the disaster recovery capability inside of the 90 days of providing the Disaster Recovery Plan the Infrastructure and Platform Support Contractor and Application Support Contractor shall work collaboratively to recover the DE&S P3M Service meeting the stated RPO and RTO, based on the Disaster Recovery Plan presented for the Go-Live Date.</p> <p>The Infrastructure and Platform Support Contractor shall maintain the capability to securely backup information and enable its restoration in the event of business interruptions or disasters including security related incidents and data protection breaches.</p>		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	The requirement shall be delivered in accordance with the Disaster Recovery Plan at Schedule 17.		
<u>Contract Management and Reporting</u>			
11.1	<p>Contract Management and Reporting</p> <p>The Contractor shall attend the following meetings at the Authority's offices:</p> <ul style="list-style-type: none"> - Monthly contract management meeting - Monthly Service Review - Monthly P3M Steering Committee - Quarterly Capacity Management Review <p>The Contractor shall attend the following meetings remotely:</p> <ul style="list-style-type: none"> - Weekly Change Advisory Board (CAB) - Monthly Problem Management Board - Monthly Change Control Board <p>The Contractor shall provide the following reporting (within 10 working days of end of reporting period) in support of the above meetings:</p> <ul style="list-style-type: none"> - Monthly DE&S P3M Service Report (inclusive of SLA reporting) - Quarterly Capacity Management Report - Monthly Problem Management Report 	<p>High level meeting descriptions can be found within the Data Room: "Contract Management and Reporting"</p> <p>The content of the reports shall be agreed with the Authority prior to 10th August 2020. Current representative documents can be found in the data room.</p>	The Authority requires the provision of a suitably qualified, experienced and empowered representative at all meetings and provided all Written reports delivered to the Authority, reviewed and approved by the Authority.
<u>Additional Services</u>			
12.1	Additional Services - The Application Support Contractor shall when tasked provide additional Services as per the Additional Tasking Process at Schedule 18. The scope of any tasks would need to be		Deliverables to be defined by each specific Task

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	agreed between the Application Support Contractor and the Authority in advance and shall be based on the rates at Schedule 2.		

Part 2: DE&S P3M Application Support Service

2. The Application Support Service

2.1. The high-level Application Support requirement is for a Contractor to provide an Application Support Service for the DE&S P3M System and enable the Authority to deliver a seamless service to the end-users. The first and second-line application support service is supplied by an internal team that provides a generic rather than application specific responsibilities. The Application Support Contractor is expected to work closely with this team to ensure a seamless service to the end-user. The Application Support Service is based on providing expert support on the Primavera application stack (v 18.x) to support Release 1-3 and any future Releases.

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
<u>Basic Compliance Requirement for Application Support</u>			
1.1	Compliance - The Contractor shall align to the following industry standards in the performance of the Application Support Service – ISO 9001, ISO 20000, ISO 10007, Cyber Essentials throughout the duration of the Contract.		Basic compliance requirement to be maintained throughout the duration of the Contract.
<u>The P3M Application Support Service Requirement</u>			
<u>Transition</u>			
2.1	Standing Up the Application Support Service - The Application Support Contractor shall work collaboratively with the Authority and Infrastructure and Platform Support Contractor to stand-up the Application Support service and the DE&S P3M Service. The Application Support Service shall commence as soon as agreed with the Authority (with development environment planned for 15 th June	The Milestone payment for onboarding shall be inclusive of the of the service scope (1.1 - 1.5, 5.1 – 5.5 and 6.1 – 6.4) from 15 th June until 13 th July 2020 as related to the DTT environment and then from 13 th	10/08/2020. Formal acceptance of Milestone by Authority that the formal Application Support Service is ready to commence in accordance with Schedule 2 and following the acceptance process at

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>2020 and PPE/PRD for 13th July 2020) to provide a period of transition between the Application Support Contractor and incumbent contractor.</p> <p>The formal Application Support service shall commence from 10 August 2020.</p> <p>The requirement shall be delivered in accordance with the Onboarding Plan at Schedule 11.</p>	<p>July 2020 until 10th August 2020 (commencement date of contract) the service scope (1.1 - 1.5, 3.1 – 3.2, 4.1 – 4.3, 5.1 – 5.5 and 6.1 – 6.4) related to the DTT, PPE and PRD environments.</p> <p>Service Credits will not apply prior to 10th August 2020 (commencement date of the contract).</p>	Schedule 8.
2.2	<p>Transitioning the Application Support Service - The Application Support Contractor shall manage the transition of the Application Support Service from the Authority and incumbent contractor.</p> <p>The requirement shall be delivered in accordance with the Onboarding Plan at Schedule 11.</p>	<p>The Exit Plan, as currently agreed between the Authority and the incumbent contractor, allows for a significant period of knowledge transfer (sessions across 2 months commencing in May 2020) from the incumbent supplier to the Application Support Contractor to allow for migration and service transition. The incumbent contractor will field any questions from the Application Support Contractor after service transition, but the Application Support Contractor shall be responsible for Service Level agreements from the point of service</p>	

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
		transition and acceptance of service by the Authority.	
<u>Service Management</u>			
3.1	<p>Master Service Desk - The Application Support Contractor shall operate a Master Service Desk providing for the external support aspects of the P3M system and shall:</p> <ul style="list-style-type: none"> - For Operational Service Hours (08:00 to 17:00 hrs, Monday to Friday, excluding UK Public Holidays) and a 24*7 online facility to raise a ticket. - Provide and operate the central ticketing solution for all parties within the support model via digital means (e.g. portal or email). - This solution will include (at minimum) incident, problem, change and service requests - Triage and manage ticket assignment to 3rd line resolver groups (Application Support Contractor, Infrastructure and Platform Support Contractor). - Provide updates the Authority in line with the Service Level Agreement; - The ability to extract data from the solution to support KPI reporting. - Notify the Authority about major incidents, including all security incidents, within 1 hour of occurrence (as defined by active monitoring or incident) during Operational Service Hours OR at start of next day service hours if such incidents occur outside of service hours. Notifications will be delivered via email to the nominated Authority point(s) of contact or mailbox(es). - Apply Information Technology Infrastructure Library (at least ITIL 	<p>Comments:</p> <ul style="list-style-type: none"> - The Authority shall provide an existing 1st line (user facing) support, and 2nd line triage for all Authority generated requests prior to raising with the Application Support Contractor - Sources will be limited to the Authority Service Desk (<15 individuals), R4 Configuration Contractor and Infrastructure and Platform Support Contractor, all of whom are able to raise tickets directly - The Authority will not be providing tooling - There will be no need to integrate with existing Authority tooling - The Contractor will need to agree ticket flow with the Infrastructure and Platform Support Contractor. - Current ticket volumes are <500 per calendar month (service incident 	<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>v3) best practices.</p> <p>The requirement shall be delivered in accordance with the Master Service Desk Services at Schedule 12.</p>	and requests inclusive)	
3.2	<p>Operational change management - The Application Support Contractor shall manage the operational change management (as per ITIL v3) process on behalf of the Authority for Request for Changes to the pre-production and production environment Changes. Specifically:</p> <ul style="list-style-type: none"> • Acting as the submission point for Requests for Change (RFCs) from either the Authority, R4 Configuration Contractor, Application Support Contractor or Infrastructure and Platform Support Contractor • Providing the tooling for change ticketing through lifecycle of an RFC • Providing initial quality triage to ensure RFCs are fully completed (not responsible for technical detail) • Provide the following to the Authority chaired Change Advisory Board (CAB): <ul style="list-style-type: none"> • A Forward Schedule of Change for the coming 7 days (provided >24 hours prior to CAB meeting) • Invitations to RFC owners (as defined on RFC) to attend • Details of failed Changes RFC • Notify the Authority for the need for Emergency CAB to facilitate requests for emergency Changes RFCs • Providing Change RFC data and trending in support of Supplier Monthly Service Review reporting 		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
<u>Service Levels</u>			
4.1	<p>The Application Support Contractor shall work collaboratively with the Authority and the Infrastructure and Platform Contractor to provide the DE&S P3M Service, Monday to Friday, excluding UK Public Holidays, between 07.00 and 19.00 with agreed Service Level Agreement for the Application Support Service. This shall include the monitoring of the overnight Extract Load and Transform (ETL) run to move data to Primavera Analytics and have arrangements in place to remediate any ETL issues in order that operational data from previous working day is available for reporting purposes.</p> <p>The requirement shall be delivered in accordance with the Service Level Agreement at Schedule 13.</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>
4.2	<p>The Application Support Contractor shall work collaboratively with the Infrastructure and Platform Support Contractor to maintain a minimum performance level, meaning here the ability to access and use the Primavera applications, as per Data Room document "Supporting Information – Service Levels". The Application Support Contractor shall provide any tool-set monitoring required to meet the required service levels.</p> <p>The requirement shall be delivered in accordance with the Service Level Agreement at Schedule 13.</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>
4.3	<p>The Contractor shall provide and maintain the DE&S P3M Service according to the Critical Service Levels defined as applicable in Data Room document "Supporting Information – Service Levels".</p> <p>The requirement shall be delivered in accordance with the Service</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	Level Agreement at Schedule 13.		authorised by Authority in accordance with Schedule 8.
<u>Application Support Service</u>			
5.1	<p>Application support - The Application Support Contractor shall provide 3rd Line application support service for DE&S P3M System (covering all the Primavera applications in use at DE&S, including Oracle’s ETL to Primavera Analytics and associated use of Oracle Business Intelligence (OBlee)) that enables the Authority to deliver a seamless service to the end-user. This shall include the provision of Key Personnel for the duration of the Contract as per Schedule 2, Annex C and Schedule 14, Annex D.</p> <p>The change and release management process for the P3M System shall be delivered in accordance with Schedule 10 and will rely on collaboration between all relevant parties as per Schedule 9.</p> <p>The service shall include the monitoring of the overnight Extract Load and Transform (ETL) run to move data to Primavera Analytics and have arrangements in place to remediate any ETL issues in order that operational data from previous working day is available for reporting purposes.</p> <p>The Contractor shall have access to Oracle Software Update License and Support – premier support for all the Primavera Applications</p>		Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>provided as GFA by the Authority. The Contractor shall provide technical contacts that will liaise with Oracle Support Services for technical support services related to those specific support agreements. Extended Support may be offered by Oracle and if deemed appropriate by the Authority.</p> <p>The requirement shall be delivered in accordance with the Application Support Service document at Schedule 14, Annex D.</p>		
5.2	<p>System Administration Services - The Application Support Contractor shall provide system administration services for the Authority in accordance with the P3M P6 Administration Policy.</p> <p>The requirement shall be delivered in accordance with the Application Support Service document at Schedule 14, Annex D.</p>	Please see the Data Room artefact - P3M P6 Administration Policy.	Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.
5.3	<p>Functional and Technical Lead - The Application Support Contractor shall act as the functional and technical lead for the DE&S P3M System. This includes providing input into relevant meetings including service delivery meetings and product planning meetings. The Application Support Contractor shall be responsible for delivering security patches, release patches and an upgrade to 19.x (including testing of the 19.x release). This shall include liaising with all parties (including other P3M Contractors), providing expert advice on patches and upgrades as well as enabling the Authority to maintain user guide documentation. The Application Support Contractor shall provide advice on all relevant upgrades to the DE&S P3M System in the context of published Oracle Support Notices, known issues and functionality advantages as understood by the</p>		Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>Contractor, provided as input into service delivery meetings and any Authority led product planning meetings.</p> <p>The requirement shall be delivered in accordance with the Application Support Service document at Schedule 14, Annex D.</p>		
5.4	<p>Release management, regression testing and operational acceptance testing - The Application Support Contractor shall manage the release management process for the DE&S P3M System in the pre-production and production environments including as appropriate regression and operational acceptance testing, informing all parties, including other P3M Contractors, of associated risks with the aim to accept the release package. This shall include maintaining all configuration documentation for the DE&S P3M System, including documentation related to systems administration and the role-based access models, the workflow administration and rules engine, the reporting data models and the ETL processes. The level of regression and operational acceptances testing will have to be commensurate to the size and complexity of the change or software release. The frequency of regression and / or operational acceptance tests and the coverage of such tests will be determined between the parties, including other P3M Contractors, and includes provisions for major an Upgrade and the implementation of a new release (Release 4).</p> <p>The Application Support Contractor shall be responsible for the release of Primavera related software and security patches through the life-cycle of environments. The Application Support Contractor shall also be responsible for the provision / cloning of all</p>	<p>The Release 4 Configuration Contractor is responsible for conducting System test/functional testing in the development environment and packaging the configuration for transfer to the PPE environment. Once successfully tested, the Contractor will be responsible for moving the packaged configuration into the PPE environment for UAT testing, a phase of testing that will be managed by the Release 4 Configuration Contractor.</p> <p>The Data Room Artefact - Release Management Strategy covers the strategy used for Releases 1 -3.</p> <p>Currently, there are two development environments to demarcate the incumbent development contractor from DE&S'</p>	<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>environments, including all product database refreshes, as agreed with the Authority and the Release 4 Configuration Contractor, to support development and testing.</p> <p>The Application Support Contractor shall collaborate with the Authority and the Release 4 Configuration Contractor to devise the optimum number of logical environments and frequency of refresh and noting that historically user acceptance testing has been conducted in pre-production environment because of the data restrictions pertinent to the DTT environment. The Application Support Contractor shall also collaborate with the Release 4 Configuration Contractor and the Infrastructure and Platform Support Contractor to agree a P3M Change Process within time-lines to be agreed with the Authority.</p> <p>The requirement shall be delivered in accordance with the Application Support Service document at Schedule 14, Annex D.</p>	report developers.	
5.5	<p>Primavera Gateway operation - The Application Support Contractor shall support the operation of the Primavera Gateway facility to enable the Authority to carry out data integration activities as agreed between the parties.</p> <p>The requirement shall be delivered in accordance with the Application Support Service document at Schedule 14, Annex D.</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>
<u>Oracle Support Service</u>			

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
6.1	<p>Oracle Support - The Application Support Contractor shall provide a managed service for the Oracle suite of products and middleware components of the Oracle technology stack – Oracle WebLogic, plus Java JDK, including all patches and major upgrades required for support or application release compatibility. This shall include providing advice on upgrades to the entire Oracle Technology stack and input into relevant meetings.</p> <p>This shall include the provision of Key Personnel for the duration of the Contract as per Schedule 2, Annex C and Schedule 14, Annex E.</p> <p>The Contractor shall have access to Oracle Software Update License and Support – premier support for the Oracle technology stack and Oracle Hardware Technical Support Service – premier support for the Oracle Engineered Systems and provided by the Authority as GFA. The Contractor shall provide technical contacts that will liaise with Oracle Support Services OSS for technical support services related to those specific support agreements. The requirement shall be delivered in accordance with the Oracle Support Service document at Schedule 14, Annex E.</p>	<p>Please note that a technology refresh is due in 2021, but DE&S will not pursue this refresh within Contract.</p> <p>Extended Support may be offered by Oracle Corp and if deemed appropriate by the Authority (but the Authority will be under no obligation to ensure the provision of this).</p>	<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>
6.2	<p>Oracle Database Administrator Support - The Application Support Contractor shall provide Oracle Database Administrator (DBA) support of all the constituent databases for the DE&S P3M System across production, pre-production and development / test environments, including configuration and support of RMAN</p>		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>(database backups), Dataguard (database replication across DCs) and Oracle Enterprise Manager. DBA responsibilities include proactive advice to the Authority, and others upon request, on performance optimisation and database security options. The Application Support service includes all major database upgrades required for support or application release compatibility. The Application Support Contractor shall be responsible for all necessary database backups, archival of logs and operation of database replication.</p> <p>This shall include the provision of Key Personnel for the duration of the Contract as per Schedule 2, Annex C and Schedule 14, Annex E.</p> <p>The requirement shall be delivered in accordance with the Oracle Support Service document at Schedule 14, Annex E.</p>		
6.3	<p>Exadata Machine Support - The Application Support Contractor shall manage the support of the three Exadata machines that are hosted by the Infrastructure and Platform Support Contractor in the Ark Data Centres in Corsham and Farnborough, including maintenance of hardware support levels via quarterly patching cycle, and using Oracle Advanced Customer Services or equivalent.</p> <p>The requirement shall be delivered in accordance with the Oracle Support Service document at Schedule 14, Annex E.</p>		
6.4	<p>Remedial activities - The Application Support Contractor shall implement any necessary remedial work associated with the</p>		

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	Application Support Service arising from the third-party IT Health check. The requirement shall be delivered in accordance with the Oracle Support Service document at Schedule 14, Annex E.		
<u>Exit Management</u>			
7.1	<p>Exit Management Support - The Application Support Contractor shall maintain an Exit Plan to assist and enable the transition of the Application Support Service to a new service provider or the Authority with minimum disruption and inconvenience to the Authority. In delivering any Exit Plan the Application Support Contractor shall enable the following exit objectives to be met:</p> <ul style="list-style-type: none"> a. Transition of the Application Support Service, or part thereof, to a new service provider or the Authority and minimising any negative impact, including disruption or deterioration to the Application Support Service; b. Assistance by the Infrastructure and Platform Support Contractor to a new service provider or the Authority to plan, manage and execute the transfer of Application Support Service. c. Data migration and transfer activities by the Application Support Contractor to avoid data loss or integrity issues. <p>The requirement shall be delivered in accordance with the Exit Plan at Schedule 15.</p>		<p>Monthly Service Fee & Milestone Payment</p> <p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p> <p>Exit Management Support delivery date to be agreed between the Parties and in accordance with Schedule 15. Formal acceptance of the Exit Management Support milestone shall be accepted upon successful hand-over of the DE&S P3M Application Support Service to a new supplier or the Authority in accordance with Schedule 8.</p>
<u>Security</u>			

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
8.1	<p>Security - The Application Support Contractor shall provide a Security Management Plan (SMP) that sets out the security controls to be implemented and maintained by the Application Support Contractor in relation to the security aspects and processes associated with the delivery of its Application Support Service to the Authority in accordance with MoD and HMG policies.</p> <p>The Application Support Contractor shall develop the final SMP as soon as practicable after the Commencement Date of the Contract but no later than twenty (20) working days (or such other period as the Parties may agree) after the Contract Date.</p> <p>Specifically, the Application Support Contractor's SMP shall:</p> <ul style="list-style-type: none"> • Set out the security controls to be implemented and maintained by the Application Support Contractor and its subcontractors in relation to security requirements and processes associated with the delivery of the services to be delivered under the Contract. • Demonstrate that the security policies, controls, procedures and services provisioned comply with the provisions and principles set out in line with the relevant client and regulatory framework. • Aim to protect the aspects of the services and the processes associated with the delivery of the Application Support Services, including the Authority premises, the sites, the contractor system and any ICT system. <p>The requirement shall be delivered in accordance with the Security Management Plan at Schedule 16.</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
<u>Disaster Recovery</u>			
9.1	<p>Disaster Recovery Plan - The Application Support Contractor shall work collaboratively with the Infrastructure and Platform Support Contractor to contribute and support a Disaster Recovery Plan to ensure continuity of the DE&S P3M Service following any failure or disruption of the DE&S P3M Service and the recovery of the DE&S P3M Service in the event of a Disaster.</p> <ul style="list-style-type: none"> - A Disaster Recovery Plan shall be provided for the DE&S P3M Service Go-Live date but the final agreement with the Authority on the Disaster Recovery Plan should be no later than ninety (90) working days (or such other period as the parties may agree) after the Go-Live Date. - A Recovery Point Objective (RPO) of 12 hours (100% of service capability and data recovered) applying to the point at which incident or loss occurs; - A Recovery Time Objective (RTO) of 24 hours to restore to the agreed RPO or better. - An annual end-to-end Disaster Recovery simulation as agreed with the Authority every Contract Year, meeting the stated RPO and RTO, and in accordance with the Disaster Recovery Plan. - A six-monthly review of Disaster Recovery Plan in collaboration with the Infrastructure and Platform Support Contractor. <p>The RPO is not restricted to in service hours, but time of incident -12 hours. The RTO is measured as per service hours.</p> <p>The Application Support Contractor and Infrastructure and Platform Support Contractor shall invoke the Disaster Recovery capability</p>		<p>Monthly Service delivery in accordance with Schedule 2 and the SLA at Schedule 13, Annex B. Monthly report agreed and authorised by Authority in accordance with Schedule 8.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<p>when requested by the Authority's named POCs. In the case that a request is made by the Authority to invoke the disaster recovery capability inside of the 90 days of providing the Disaster Recovery Plan the Infrastructure and Platform Support Contractor and Application Support Contractor shall work collaboratively to recover the DE&S P3M Service meeting the stated RPO and RTO, based on the Disaster Recovery Plan presented for the Go-Live Date. The requirement shall be delivered in accordance with the Disaster Recovery Plan at Schedule 17.</p>		
<u>Contract Management and Reporting</u>			
10.1	<p>Contract Management and Reporting</p> <p>The requirement shall be delivered in accordance with Schedule 9 and includes:</p> <ul style="list-style-type: none"> • The Contractor shall attend the following meetings at the Authority's offices: <ul style="list-style-type: none"> - Monthly Contract Management meeting - Monthly Service Review - Monthly P3M Steering Committee - Quarterly Capacity Management Review • The Contractor shall attend the following meetings remotely: <ul style="list-style-type: none"> - Weekly Change Advisory Board (CAB) - Monthly Problem Management Board - Monthly Change Control Board • The Contractor shall provide the following reporting (within 10 working days of end of reporting period) in support of the above meetings: 	<p>High level meeting descriptions can be found within the Data Room: "Contract Management and Reporting"</p> <p>The content of the reports shall be agreed with the Authority prior to 10th August 2020. Current representative documents can be found in the data room.</p>	<p>The Authority requires the provision of a suitably qualified, experienced and empowered representative at all meetings and provided all Written reports delivered to the Authority, reviewed and approved by the Authority.</p>

Serial	Requirements / Contractor Deliverable	Additional Comments	Delivery Date & Acceptance Criteria
	<ul style="list-style-type: none"> - Monthly DE&S P3M Service Report (inclusive of SLA reporting) - Monthly Problem Management Report 		
<u>Additional Services</u>			
11.1	Additional Services - The Application Support Contractor shall when tasked provide additional Services as per the Additional Tasking Process at Schedule 18. The scope of any tasks would need to be agreed between the Application Support Contractor and the Authority in advance and shall be based on the rates at Schedule 2.		Deliverables to be defined by each specific Task

Annex A to Schedule 2 - Pricing

[Placeholder for Pricing in accordance to Annex A to Section D DEFFORM 47] .

Annex B to Schedule 2 - Rate Cards

[Placeholder for Rate Card. The rate card provided as part of the ITT response will form part of the contract should the Potential Provider be awarded the Infrastructure and Platform Support Service contract. Tenderers should note that it will be used as the basis for pricing any Additional Services request but will not be included as part of the tender evaluation process]

Level / Scope	[Add Descriptor]
1. Follow	£.....
2. Assist	£.....
3. Apply	£.....
4. Enable	£.....
5. Ensure/Advise	£.....
6. Initiate/Influence	£.....
7. Set Strategy/Inspire	£.....
8. Maximum Travel and Subsistence per day	£.....

Travel and Subsistence (T&S) – The day rates should not include T&S. T&S expenses will be based on a maximum day rate against a Limit of Liability. All T&S costs shall be on a reimbursement basis upon the Contractor providing valid receipts up to the limits specified in the Authority’s policy document “Ministry of Defence – Statement of Civilian Personnel Policy – Business Travel Guide V2.0-2019” (to be made available).

Personnel’s Working Day – expected to be 8 hours exclusive of travel and lunch. Working Week – Monday to Friday excluding national holidays

Annex C – Supporting Information for Service Level Agreement

The Authority is moving from a single contractor model, to a contract model that allows separate contractors, prime contractors or consortiums for Infrastructure and Platform Support Service (IaaS and PaaS) and Application Support Service. Although the service delivery model has been changed the Authority requires to achieve (or improve upon) the minimum end to end service levels which are articulated in this Annex.

For information: The Authority has provided an indicative expectation of the proportion of Service Level Targets between Master Service Desk (within Application Support Service) and technical resolver groups (Infrastructure and Platform Support Service and Application Support Service – both parts of the requirement) within Incident Management and Service Requests in Section A. Technical resolver groups will of course vary by ticket, but the expectation will be for clear audit trail and collaborative working. For end to end service levels, these indicative expectations are not relevant.

As a potential tenderer you will fall into one of the following categories, for clarity the response required is stated:

Category 1 – Tenderers bidding to provide IaaS/PaaS only. Please provide:

- Proposed Service Level Targets and Service Credits (Section A) for IaaS/PaaS scope of responsibility
- Proposed Service Availability and Service Performance (Section B) for IaaS/PaaS scope of responsibility
- Proposed Critical Service levels (Section D) for IaaS/PaaS scope of responsibility
- Detail on how you will work collaboratively with the Application Support contractor to agree clear responsibilities and collectively meet the overarching SLA requirements of the Authority
- Any other items articulated in the Tender Evaluation
 - Total 5 A4 sides

Category 2 – Tenderers bidding to provide Application Support Service only. Please provide:

- Proposed Service Level Targets and Service Credits (Section A) for Application Support scope of responsibility
- Proposed Service Availability and Service Performance (Section B) for Application Support scope of responsibility
- Proposed monitoring approach and service level for ETL (Section C) for Application Support scope of responsibility
- Proposed Critical Service levels (Section D) for Application Support scope of responsibility
- Detail on how you will work collaboratively with the IaaS/PaaS contractor to agree clear responsibilities and collectively meet the overarching SLA requirements of the Authority
- Any other items articulated in the Tender Evaluation
 - Total 5 A4 sides.

Category 3 – Tenderers bidding for both IaaS/PaaS and Application Support Service, but also bidding for either parts of the requirement as a standalone service alongside another provider selected by the Authority. Please provide:

- Proposed Service Level Targets and Service Credits (Section A) for IaaS/PaaS scope of responsibility
- Proposed Service Availability and Service Performance (Section B) for IaaS/PaaS scope of responsibility
- Proposed Critical Service levels (Section D) for IaaS/PaaS scope of responsibility
- Detail on how you will work collaboratively with the Application Support contractor (and assuming here that this will be another party) to agree clear responsibilities and collectively meet the overarching SLA requirements of the Authority
- Any other items articulated in the Tender Evaluation

- *Total 5 A4 sides*
- Proposed Service Level Targets and Service Credits (Section A) for Application Support scope of responsibility
- Proposed Service Availability and Service Performance (Section B) for Application Support scope of responsibility
- Proposed monitoring approach and service level for ETL (Section C) for Application Support scope of responsibility
- Proposed Critical Service levels (Section D) for Application Support scope of responsibility
- Detail on how you will work collaboratively with the IaaS/PaaS contractor (and assuming here that this will be another party) to agree clear responsibilities and collectively meet the overarching SLA requirements of the Authority
- Any other items articulated in the Tender Evaluation
 - *Total 5 A4 sides*
- Proposed Service Level Targets and Service Credits (Section A) end to end (granularity between IaaS and PaaS and Application Support Service not required).
- Proposed Service Availability and Service Performance (Section B) end to end (granularity between IaaS and PaaS and Application Support Service not required).
- Proposed monitoring approach and service level for ETL (Section C)
- Any other items articulated in the Tender Evaluation
 - *Total 5 A4 sides*

Category 4 – Tenderers bidding for both IaaS/PaaS and Application Support Service, offering a combined service provision only. Please provide:

- Proposed Service Level Targets and Service Credits (Section A) end to end (granularity between IaaS and PaaS and Application Support Service not required).
- Proposed Service Availability and Service Performance (Section B) end to end (granularity between IaaS and PaaS and Application Support Service not required).
- Proposed monitoring approach and service level for ETL (Section C)
- Proposed Critical Service levels (Section D)
- Any other items articulated in the Tender Evaluation
 - *Total 5 A4 sides*

Section A: Service Level Targets and Service Credits

Unless stated otherwise all service levels will be measured against Service Hours (07:00 to 19:00, Monday to Friday, excluding UK Public Holidays).

Service Level Targets

If the Service Level Threshold below is not met, the Authority will exercise the right to deduct payments as per the table below 'Service Credits for Each Service Period'. Payment for the full amount for the service will be dependent on the achievement of the service levels below.

Service Level Performance Criteria	Requirement	Key Performance Indicator	Service Level Performance Measure	Service Level Threshold	Service Credits for Each Service Period
Incident Response	IaaS/PaaS & Application Support	Efficiency of response	Percentage of responses to incidents that meet first response targets. Measured on a monthly basis against all incidents within service hours.	Target Performance Level (>=90.0%)	0.5% of the monthly charge liable to Service Credits per 5% increment below target Service Levels
Incident Resolution	IaaS/PaaS & Application Support	Efficiency of incident resolution	Percentage of resolutions to incidents that meet resolution targets. Measured on a monthly basis against all incidents within service hours	Target Performance Level (>=90.0%)	0.3% of the monthly charge liable to Service Credits per 5% below target Service Levels
Major Incident – Post Incident Reports	IaaS/PaaS & Application Support	Timeliness of post incident reports for P1 incidents	Percentage of post incident reports provided for P1 incidents within 10 working days	Target Performance Level (>=90.0%)	0.3% of the monthly charge liable to Service Credits per 5% below target Service Levels
Service Request	IaaS/PaaS &	Efficiency of response	Percentage of responses to service requests that meet	Target Performance Level	0.5% of the monthly charge liable to Service Credits per 5%

Response	Application Support		first response targets. Measured on a monthly basis against all service requests within service hours.	(>=90.0%)	increment below target Service Levels
Service Request Resolution	IaaS/PaaS & Application Support	Efficiency of service requests resolution	Percentage of resolutions to service requests that meet resolution targets. Measured on a monthly basis against all service requests within service hours	Target Performance Level (>=90.0%)	0.3% of the monthly charge liable to Service Credits per 5% increment below target Service Levels
Infrastructure and Platform Availability Production Environment	IaaS/PaaS	Availability of the overall P3M production infrastructure and platform	Percentage availability of overall P3M production infrastructure and platform Measured on a monthly basis, 24/7/365. Measured every 30 seconds*.	Target Performance Level (>=99.9%) excluding scheduled downtime	0.3% of the monthly charge liable to Service Credits per 0.1% increment below target Service Levels
Infrastructure and Platform Availability Other Environments	IaaS/PaaS	Availability of the overall P3M - DE&S DVR, Master DVR, Test and Pre-Production infrastructure and platform	Percentage availability of overall P3M -DE&S DVR, Master DVR, Test and Pre-Production infrastructure and platform. Measured on a monthly basis. Measured on a monthly basis, 24/7/365. Measured every 30 seconds*.	Target Performance Level (>=98.5%) excluding scheduled downtime	0.3% of the quarterly charge liable to Service Credits per 0.5% increment below target Service Levels

Service Availability Production Environment	IaaS/PaaS & Application Support	Availability of the overall Production P3M system to users,	Percentage availability of the Production system to users. Measured through the use of 12 agreed user journeys reviewed on a monthly basis.**	Target Performance Level (>=99.7%) availability during core hours excluding scheduled downtime	0.3% of the monthly charge liable to Service Credits per 0.1% increment below target Service Levels
Performance	IaaS/PaaS & Application Support	Performance of the overall Production P3M system to users	Performance of P3M production system against defined baseline. Measured through the use of 12 agreed user journeys reviewed on a monthly basis.** Measured every 5 minutes, within service hours.*	Target Performance Level (>=95% against defined baseline)	0.3% of the monthly charge liable to Service Credits per 5% increment above target Service Levels

* The measure provided is the current state, the Authority invites the potential providers to propose an equivalent or improved solution.

** The Authority invites the potential providers to propose to either duplicate the current user journeys (detail below “Current User Journeys”), or to propose an alternative effective measurement for performance of the P3M System from a user perspective. Components outside of Supplier responsibility are out of scope.

Incident Management

Priority (Incidents)	Priority Definition	Service Levels clock	First response* Target within Service Hours	Resolution Update Frequency within Service Hours	Master Service Desk (indicative allocation)	Technical Resolver Group (indicative allocation)	Overall Resolution time
Priority 1 (Critical)	A complete failure of service has occurred. There is no work-around for	Service hours	30 min	Open Customer communication channel until Priority 1	1 hour	3 hours	4 Hours

	the problem. The majority of authorised users are impacted or an entire Customer division is affected.			incident is resolved			
Priority 2 (High)	Major service impacting issues exists. The issue affects a number of authorised users.	Service hours	1 hour	Regular updates as appropriate	2 hours	6 hours	8 Hours
Priority 3 (Medium)	Issues exist that affect a few authorised users preventing some work from being accomplished.	Service hours	3 hours	Updates as appropriate	4 hours	20 hours	24 hours (2 business days)
Priority 4 (Low)	An informational inquiry or non-reoccurring issue exists that affects a few non-critical users or processes. Workarounds are readily available.	Service hours	4 hours	Notification on resolution	24 hours (2 business days)	96 hours (8 business days)	120 hours (10 business days)

Service Requests

Priority (Requests)	Priority Definition	Service Levels clock	First response* Target within Service Hours	Resolution Update Frequency within Service Hours	Master Service Desk (indicative allocation)	Technical Resolver Group (indicative allocation)	Overall Resolution time
Priority 1 (Critical)	An urgent request that is critical to the user	Service hours	1 hour	Frequent regular updates as appropriate	1 hour	3 hours	4 Hours

Priority 2 (High)	A request that is not urgent but is required by the user at some point in the short-to-medium term	Service hours	2 hours	Regular updates as appropriate	2 hours	6 hours	8 Hours
Priority 3 (Medium)	A non-urgent request	Service hours	3 hours	Updates as appropriate	4 hours	20 hours	2 business days
Priority 4 (Low)	A request for information or basic help	Service hours	4 hours	Notification on resolution	24 hours (2 business days)	96 hours (8 business days)	10 business days

**Where response is defined as “an acknowledgement of the incident/request with unique reference”.*

Section B: Managed Service Availability and Performance

- Service Availability

Service Availability is currently measured as the evenly weighted average delivery against the following baseline targets for the following user journeys. Measured at 5-minute intervals, during service hours. Journeys exceeding the baseline are considered instances of the service being unavailable. These user journeys are time taken to load the login screen, and then to complete login, detail can be found below.

The purpose of this measure is a meaningful SLA for the availability of the P3M System for Authority users.

The Authority invites potential providers to propose how they will either:

- Replicate the current user journeys, or
- To propose an alternative effective measurement for availability of the P3M System from a user perspective

Responses should include detail of how this will be measured, frequency, baselines, and confirmation this is in line with the service level target for Service Availability proposed in Section B.

Components outside of potential providers responsibility (in accordance with the above Categories and MOD infrastructure) are out of scope.

Availability	Measure Ref.	Measure Description	Baseline (m/s)	SLT %
	AMS-SA-KPI-01	EPPM - Time to Login Screen	30000	99.70
	AMS-SA-KPI-02	EPPM - Time to Login to Application	30000	99.70
	AMS-SA-KPI-03	OBIEE - Time to Login Screen	30000	99.70
	AMS-SA-KPI-04	OBIEE - Time to Login to Application	30000	99.70
	AMS-SA-KPI-05	Unifier - Time to Login Screen	30000	99.70
	AMS-SA-KPI-06	Unifier - Time to Login to Application	30000	99.70
	AMS-SA-KPI-07	TM - Time to Login Screen	30000	99.70
	AMS-SA-KPI-08	TM - Time to Login to Application	30000	99.70
	AMS-SA-KPI-09	P6 Pro - Time to Login Screen	60000	99.70
	AMS-SA-KPI-10	P6 Pro - Time to Login to Application	60000	99.70
	AMS-SA-KPI-11	PRA - Time to Login to Application	60000	99.70
Aggregate Performance				99.70

- Service Performance

Service Performance is currently measured as the evenly weighted average delivery against the following baseline targets for the following user journeys. Measured at 5-minute intervals, during service hours. Journeys exceeding the baseline are considered instances of

the service not being performant.

The purpose of this measure is a meaningful SLA for the performance of the P3M System for Authority users.

The Authority invites the potential contractor to propose how they will either:

- Replicate the current user journeys, or
- To propose an alternative effective measurement for availability of the P3M System from a user perspective

Responses should include detail of how this will be measured, frequency, baselines, and confirmation this is in line with the service level target for Service Performance proposed in Section B.

Components outside of potential provider responsibility (in accordance with the above Categories and MOD infrastructure) are out of scope.

	Measure Ref.	Measure Description	Baseline (m/s)	SLT %
Performance	AMS-PERF-KPI-01	EPPM - Time to Login Screen	1000	95.00
	AMS-PERF-KPI-02	EPPM - Time to Login to Application	4000	95.00
	AMS-PERF-KPI-03	OBIEE - Time to Login Screen	1000	95.00
	AMS-PERF-KPI-04	OBIEE - Time to Login to Application	4000	95.00
	AMS-PERF-KPI-05	Unifier - Time to Login Screen	1000	95.00
	AMS-PERF-KPI-06	Unifier - Time to Login to Application	4000	95.00
	AMS-PERF-KPI-07	TM - Time to Login Screen	1000	95.00
	AMS-PERF-KPI-08	TM - Time to Login to Application	4000	95.00
	AMS-PERF-KPI-09	P6 Pro - Time to Login Screen	50000	95.00
	AMS-PERF-KPI-10	P6 Pro - Time to Login to Application	50000	95.00
	AMS-PERF-KPI-11	PRA - Time to Login to Application	50000	95.00
Aggregate Performance				95.00

Section C: Extract Load and Transform (ETL)

This section applies only to contractors providing Application Support.

The Authority have a requirement for effective monitoring and remediation of the overnight Extract Load and Transform (ETL) run to move data to Primavera Analytics.

The successful completion of this processing ahead of the start of the online day (07:00) is a key business requirement. While this is currently monitored by the incumbent, there is no associated KPI or Service Level. Given the importance the Authority are looking for a proposal in this area.

The potential Application Support provider is invited to propose:

1. How this process would be effectively monitored
2. How ETL failures would be effectively remediated
3. An appropriate KPI and Service Level

Section D: Critical Service Levels

Critical Service Levels refer to scenarios that would constitute a failure of the contractor(s) such that the Authority would reserve the right to consider this material breach.

The current Critical Service Level Failures are provided in the table below. The potential provider shall propose how they will either:

- meet the current critical service level failures, or
- To propose an alternative effective measurement for critical service level failures.

The requirements for which these critical service levels apply are indicated below.

<u>ID</u>	<u>Service Area</u>	<u>Critical Service Level Failure Description</u>	<u>IaaS/PaaS</u>	<u>Application Support</u>
1	Availability	<i>Infrastructure and Platform Availability of the Production Environment falling below 95% on three (3) months within a six (6) month rolling period.</i>	Applicable	Not applicable
2	Security	<p><i>A material breach of security as outlined below by Contractor which has not been remedied in accordance with the provisions set out below or within 28 calendar days.</i></p> <p><i>Either Party shall notify the other in accordance with the agreed security incident management process upon becoming aware of any breach of security or any potential or attempted breach of the security. A breach of security means the occurrence of:</i></p> <p>a) any unauthorised access to or use of the [Infrastructure and Platform Support Service / Application Support Service], the sites and/or any ICT, information or data used by the Authority and/or the Contractor in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data, including any copies of such information or data, used by the Authority and/or the Contractor in connection with this Contract,</p> <p>Without prejudice to the security incident management process, upon becoming aware of any of the circumstances the Contractor shall:</p> <p>a) immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:</p> <p>i. remedy such breach of security or any potential or attempted breach of security or protect the integrity of the information security management system developed by the Contractor against any such breach of security or any potential or attempted breach of security; and</p> <p>ii. prevent a further breach of</p>	Applicable	Applicable

		<p>security or any potential or attempted breach of security in the future exploiting the same root cause failure; and</p> <p>iii. as soon as reasonably practicable provide to the Authority full details (using agreed reporting mechanism) of the breach of security or the potential or attempted breach of security, including a root cause analysis where required by the Authority.</p>		
3	Data Recovery	<i>Data Recovery – A critical service level failure would be the inability to meet any Recovery Point Objective (RPO) of 24 hours, within the Recovery Time Objective (RTO) of five (5) working days.</i>	<i>Applicable</i>	<i>Not applicable</i>

Annex D to Schedule 2 - Key Personnel

Key Personnel: Infrastructure and Platform as a Service

Placeholder for Key Personnel, to be inserted from ITT documentation.

Key Personnel	Level	Role	Key Responsibilities

Key Personnel: Application Support Service

Placeholder for Key Personnel, to be inserted from ITT documentation.

Key Personnel	Level	Role	Key Responsibilities

Annex E to Schedule 2 – Government Furnished Assets

ID	Exadata Stack including Oracle Hardware Technical Support Service – Premier Support	Quantity	Authority Owner
1.	Exadata Storage Server Software – Disk Drive Perpetual	54	Guy Wells
2.	Exadata Database Machine X6-2: model family	3	Guy Wells
3.	Exadata Database Machine X6-2 HC Eighth Rack	3	Guy Wells
4.	One 8 TB 7200 rpm 3.5-inch SAS-3 HDD with coral bracket replacement	3	Guy Wells
5.	Exadata Database Machine X6-2: Oracle Enterprise Linux software image for database server	3	Guy Wells
6.	Exadata Database Machine X6-2: Oracle Enterprise Linux software image for storage server	3	Guy Wells
7.	Two 3-phase high voltage 24 kVA PDUs with IP44 30 A plugs for EMEA and APAC except Japan	3	Guy Wells
8.	Dual rate transceiver: SFP+ SR. Support 1Gb/Sec dual rate	12	Guy Wells
9.	Exadata Database Machine X6-2 Eighth Rack to Quarter Rack Database Server Upgrade	3	Guy Wells

ID	Oracle Technology Management Layer License including Oracle Software Update License and Support – Premier Support	License Quantity (CPU unless stated)	Authority Owner
10.	OEM Diagnostics	98	Guy Wells
11.	OEM Tuning	98	Guy Wells
12.	Advanced Security	98	Guy Wells
13.	Database Vault	98	Guy Wells
14.	Oracle Database	98	Guy Wells
15.	Partitioning	30	Guy Wells
16.	RAC	98	Guy Wells
17.	DB In Memory	49	Guy Wells
18.	Data Masking & Sub-setting	98	Guy Wells

ID	Oracle Applications including Oracle Software Update License and Support – Premier Support	License Number	Authority Owner
19.	EPPM Full	ULA	Guy Wells
20.	Timesheets	ULA	Guy Wells
21.	Unifier Project Controls	ULA	Guy Wells
22.	AutoVue 2D Professional	ULA	Guy Wells
23.	Primavera Risk Analysis	ULA	Guy Wells
24.	Primavera Gateway	ULA	Guy Wells
25.	Crystal Ball EPM	500	Guy Wells
26.	Primavera Analytics	ULA	Guy Wells
27.	Primavera Portfolio Management	ULA	Guy Wells
28.	BI Developer License	10	Guy Wells
29.	UPKs each For P6, P6 Reporting, Team Member, Portfolio Management and Unifier	1	Guy Wells
30.	OBIEE Extended Edition- for Oracle applications only	1650	Guy Wells
31.	Weblogic Server SE* 125 CPUs for Oracle applications only	125	Guy Wells
32.	Oracle Database	Unlimited	Guy Wells

ID	BT Equipment	Quantity	Authority Owner
33.	RLI Routers at Ark Data Centres (Corsham and Farnborough)	2	Guy Wells
34.	RLI Industry Routers at Ark Data Centres (Corsham and Farnborough)	2	Guy Wells
35.	Connectivity Cabling between RLI Industry Routers and UKCloud at Farnborough and Corsham Data Centres	2	Guy Wells

ID	Certificates and Licenses	Authority Owner
36.	Security certificates, internet and intranet urls	Guy Wells
37.	Microsoft Licenses pertinent to delivery of Software (e.g. Excel) via Citrix	Guy Wells

Ministry of Defence**GOVERNMENT FURNISHED INFORMATION**

1. <u>ITT/Contract Number</u> CCDT/668	2. <u>GFI Number</u> 001	3. <u>Contract Delivery Date</u> TBC
4. <u>Equipment/Equipment Subsystem Description</u> P3M Support Requirement		5. <u>Description of Deliverable Information</u> Information provided via incumbent third-party supplier on behalf of MOD DE&S Infrastructure (from Exit Artefacts provided by incumbent supplier) <ul style="list-style-type: none"> • Release 18 PPE and PRD –P3M Primavera – System Documentation • Release 18 DCT – P3M Primavera – System Documentation • R18 Build Documents (3)– DCT, PPE, PRD • MOD P3M Infrastructure Topology Diagram v7 • DES P3M Citrix Technical Design • 20170124_P3M-Active Directory Technical Design Document • P3M Master Asset List Application (from Exit Artefacts provided by incumbent supplier) <ul style="list-style-type: none"> • 20191031_DES_P3M ART_EPPM_CONF_V3.1 • <u>MOD-DES-P3M-Unifier Configuration Document R3 v2.0</u> • P3M Report Catalog (MC.090) as at

	<p>Release3_FINAL v1.0</p> <ul style="list-style-type: none"> • <u>Database schema tables 18.8.4</u> • Star_schema.zip • <u>20170214_DES_P3M_ART_GATEWAY_ResourcesRolesSkills v1</u> <p>Other Documents (not provided as exit artefacts)</p> <p>Please note that Incumbent supplier documents have been handed to DE&S as part of project milestone-related deliverables</p> <ul style="list-style-type: none"> • DE&S GFX for P3M Support.docx – DE&S • Oracle Software Support Policies – Oracle Corp • P3M Change Management – Support 2020 – DE&S • Data Modeller zip file for viewing star schema -Oracle utility • UKCloud_Pricing_Model.xlsx – DE&S • P3M Test Strategy - Incumbent supplier • P3M Release Strategy - Incumbent supplier • P3M P6 Administration Policy – DE&S • P3M Environment Strategy – Incumbent supplier • P3M Integration Strategy – Incumbent supplier • P3M Accreditation Strategy – Incumbent supplier • Exachk for Prod – produced via Oracle utility
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	<ul style="list-style-type: none"> • Exachk for PPE – produced via Oracle utility • P3M Application Roadmap – DE&S
6. <u>Purpose for which information is required</u> Technical information to support Exit Plan of incumbent Supplier and transition of new service provider(s)	7. <u>Special Requirements/Comments</u> Some of the documents are marked as Official Sensitive and should be managed according to handling measures specified for this classification.
8. <u>Update/Further Submission Requirements</u>	
9. <u>Medium of Delivery</u> Electronic transmission to secure repository	10. <u>Number of Copies</u> 1 per document

Schedule 3 - Contract Data Sheet

General Conditions
<p>Condition 2 – Duration of Contract:</p> <p>The Contract expiry date shall be: 2 Year contract + 1 + 1 (Option Years)</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:</p>
<p>Condition 8 – Authority’s Representatives:</p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: Shannon Sawyer (as per DEFFORM 111)</p> <p>Project Manager: Guy Wells (as per DEFFORM 111)</p>
<p>Condition 19 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: MOD Abbey Wood (as per DEFFORM 111)</p> <p>Contractor: TBC</p> <p>Notices can be sent by electronic mail?</p>
<p>Condition 20.a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings at the Authority’s Office:</p> <ul style="list-style-type: none"> - Monthly contract management meeting - Monthly Service Review - Monthly P3M Steering Committee - Quarterly Capacity Management Review

The Contractor shall attend the following meetings remotely:

- Weekly Change Advisory Board (CAB)
- Monthly Problem Management Board
- Monthly Change Control Board

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports (within 10 working days of end of reporting period):

- Monthly DES P3M Service Report (inclusive of SLA reporting)
- Quarterly Capacity Management Report
- Monthly Problem Management Report

The content of the above reports shall be agreed with the Authority prior to 10th August 2020.

Reports shall be delivered to a repository agreed with the Authority.

Supply of Contractor Deliverables
<p>Condition 21 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract? Not Applicable</p> <p>If required, 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.</p> <p>Other Quality Assurance Requirements: Not Applicable</p>
<p>Condition 22 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements: Not Applicable</p>
<p>Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:</p> <p>A completed Schedule 6 (Hazardous Contractor Deliverables, 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) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk</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: Not Applicable</p>
<p>Condition 25 – Timber and Wood-Derived Products:</p> <p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)</p> <p>to be Delivered by the following date: Not Applicable</p>
<p>Condition 26 – Certificate of Conformity:</p> <p>Is a Certificate of Conformity required for this Contract? Yes</p> <p>Applicable to Line Items: TBA</p> <p>If required, does the Contractor Deliverables require traceability throughout the</p>

supply chain? TBA
Applicable to Line Items:
Condition 28.b – Delivery by the Contractor: The following Line Items are to be Delivered by the Contractor: In accordance with Schedule 2 – Statement of Requirements Special Delivery Instructions: Not Applicable Each consignment is to be accompanied by a DEFFORM 129J.
Condition 28.c - Collection by the Authority: Not Applicable The following Line Items are to be Collected by the Authority: Special Delivery Instructions: Each consignment is to be accompanied by a DEFFORM 129J. Consignor details (in accordance with 28.c.(4)): Line Items: Address: Line Items: Address: Consignee details (in accordance with condition 23): Line Items: Address: Line Items: Address:
Condition 30 – Rejection: The default time limit for rejection of the Contractor Deliverables is thirty (30) days.
Condition 32 – Self-to-Self Delivery: Self-to-Self Delivery required? Not Applicable If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Table 1: Line Item 12

Table 1A: Line Item 11

Table 1B: Line Item 11

Table 3: Line Item 14

Table 3A: Line Item 13

Table 3B: Line Item 13

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days.

Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>

See DEFFORM 111

Schedule 4 - Contract Change Control Procedure

(i.a.w. Clause 6b)

Contract No: CCDT/668

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 1. evaluate the Contractor Change Proposal;
 2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and

withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 13)

Contract No: CCDT/668

Contract No: CCDT/668
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):
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name:</p> <p>Position:</p> <p>Address:</p> <p>Telephone Number:</p> <p>Email Address:</p>

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Not Applicable

Data Requirements for Contract No: _____

Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract No:

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor's Signature:

Name:

Job Title:

Date:

* check box (**) as appropriate

.....

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

Not Applicable

Data Requirements for Contract No:

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract

Schedule 8 - Acceptance Procedure (i.a.w. condition 29)

Contract No: CCDT/668

Acceptance

- a. For the purposes of Acceptance of the Schedule of Requirements Items the Contractor shall demonstrate to the satisfaction of the Authority's Nominated Officer, the achievement of each of the specified requirements at Schedule 2 Annex A Statement of Requirements.
- b. Contract Deliverables (Documents): The procedure for Acceptance of the Contract Deliverables (documentation) shall be as follows:
 - i. The Contractor shall demonstrate evidence that all critical acceptance criteria against the Statement of Requirement have been met and completed the milestone/service delivery acceptance form Schedule 8 Annex A.
 - ii. The Authority's Nominated Officer will review the milestone/service delivery acceptance form and endeavour to provide to the Contractor a consolidated list of all comments within 10 working days. The Authority reserves the right to not accept the milestone/service delivery should all the acceptance criteria not have been met. No response from the Authority with reference to the acceptance form shall not be deemed as acceptance by the Authority.
 - iii. Both Parties shall endeavour to ensure that the above timescales are achieved but acknowledge that unforeseen circumstances may prevent them from being achieved. If a delay does occur that cannot be contained within the programme timescales both Parties will assess the situation and agree a way forward. No response from the Authority within this period shall not indicate Acceptance.

Annex A to Schedule 8 - Acceptance Procedure

Milestone / Service Delivery Acceptance Form

Milestone / Service

Milestone / Service Detail	
Approver(s)	

Milestone / Service Narrative

--

Acceptance Criteria

--

Delivery Date

--

Comments

--

Milestone / Service Delivery Acceptance

Achieved Delivery Date

--

Delivery Confirmed in line with narrative and acceptance criteria

Approver(s)		Date	
-------------	--	------	--

Milestone / Service Delivery – accepted or rejected

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When complete please return to:

Schedule 9 - Collaboration

1. Collaboration

- 1.1. As per Schedule 2, Contractors (Infrastructure and Platform Support Contractor and/or the Application Support Contractor) will be required to collaborate with the Authority and the R4 Configuration Contractor to enable the delivery of the DES P3M Service, the deployment of new capability onto the live P3M system and to provide advice and guidance when required.
- 1.2. All P3M Contractors and the Authority shall work together to agree a P3M Project Charter (the Charter) which will support collaborative behaviours between all parties to deliver the P3M Service. A draft P3M Collaboration Charter is at Annex A. The parties will review the contents of the draft Charter at the first Monthly P3M Steering Committee and to agree the contents in advance of the 2nd Monthly P3M Steering Committee, unless otherwise agreed between the parties.
- 1.3. The Charter shall not be contractually binding on the P3M Contractors or the Authority but may be used as a measure of the behaviours to be taken into account in any monthly performance review under the Contract.

2. Meetings

- 2.1. The contractors shall be expected to support meetings as laid out in the Schedule 2, and to be flexible to ensure collective attendance where necessary (meetings marked with * are those where we would expect multiple suppliers at same meeting):

Meeting Name	Summary	Frequency	Location	Chair	Attendees
Commercial Management Meeting	Means the monthly review of contractual deliverables within the Contract	Monthly	Filton Abbey Wood, Bristol	Authority	Relevant Contractor and to provide secretariat
Service Review	Means the monthly review between the Contractors and the Authority to review monthly performance of the P3M service and supporting teams, as defined by the content within the Monthly Service Report. Outputs are signed off monthly performance with agreed actions.	Monthly	Filton Abbey Wood, Bristol	Application Support provider (and to provide secretariat)	Authority Infrastructure and Platform Support Contractor
P3M Steering Committee*	means the committee that will direct and steer the P3M project, holding the respective Project Manager to account for project delivery including the DE&S P3M Software Solution;	Monthly	Filton Abbey Wood, Bristol	Authority (and to provide secretariat)	Infrastructure and Platform Support Contractor Application Support Contractor R4 Configuration Contractor

Capacity Management Review	Means a quarterly meeting to discuss the capacity management for the P3M service. Infrastructure and Platform Support contractor will provide monitoring output and recommendations, allowing DE&S to take informed decisions on capacity of the service.	Quarterly	Filton Abbey Wood, Bristol	Authority (and to provide secretariat)	Infrastructure and Platform Support contractor Application Support contractor
Change Control Board (CCB)	Means a monthly meeting to review the pipeline of changes (upstream of CAB) being proposed, developed and scheduled for the P3M production service.	Monthly	Skype	Authority (and to provide secretariat)	Infrastructure and Platform Support contractor Application Support Contractor
Change Advisory Board (CAB)	Means the weekly meeting to review proposed changes to production as per the change management process, outputs are the approved or rejected changes to P3M production environment.	Weekly	Skype	Application Support contractor (and to provide secretariat)	Authority Infrastructure and Platform Support Contractor R4 Configuration Contractor
Problem Management Board	Means to the monthly review of open problem records and known errors against the P3M service.	Monthly	Skype	Authority (and to provide secretariat)	Infrastructure and Platform Support Contractor Application Support Contractor

- 2.2. Above provides the initial expected responsibilities with respect to recurring meetings. Through the life of the Contract there may be changes to this agreed between Authority and Contractors.
- 2.3. The party providing the secretariat shall collaborate with all other parties to organise the dates and responsibilities of each of the meetings set out in paragraph 2 above, in consultation with the Authority's nominated representative, whose decision shall be final.
- 2.4. The dates of all monthly meetings shall be organised to occur on the same date across all of the P3M Contracts/Requirements (R4 Configuration, Application Support and Infrastructure and Platform Support).
- 2.5. The Contractor's representative at all meetings shall be the Contractor's Project Manager or other Key Person as listed in Annex D Schedule 2. In the event of non-availability of either the Contractor's Project Manager or other Key Personnel, the Contractor shall nominate another representative to the Authority's nominated representative, confirming the suitability and qualification of the replacement personnel for attendance at the meeting. The Authority reserves the right to postpone any of the monthly meetings in the event of Key Personnel non-availability including Authority personnel and the Key Personnel of other P3M Contractors.

- 2.6. An agenda for each meeting shall be drafted, agreed by the chair for the meeting and issued by the party providing the secretariat for that meeting to all attendees of the next meeting, a minimum of 5 working days in advance of each scheduled meeting. The minutes of each meeting shall be taken, agreed by the chair and distributed to all attendees within 5 working days following each meeting, by the party providing the secretariat for the meeting under which the minutes were taken. The party responsible for the secretariat and recording the minutes of each meeting shall ensure that the chairperson for the next scheduled meeting receives an electronic copy of the minutes to ensure continuity and provide an update against outstanding actions.

3. Reporting

- 3.1. The Contractor shall provide the following reporting (within 10 working days following the end of each monthly reporting period) in support of the above meetings and in a format to be agreed with the Authority's nominated representative:

- 3.1.1. Monthly DES P3M Service Report (inclusive of SLA reporting)
- 3.1.2. Monthly Problem Management Report
- 3.1.3. Quarterly Capacity Management Report (IaaS and PaaS)-

- 3.2. The content of the above reports shall be agreed with the Authority prior to 10th August 2020.

Annex A to Schedule 9 – Draft P3M Project Charter

1. P3M Project Charter

1.1. The P3M Contractors agree to the following behaviours to contribute the best value for money outcomes for DE&S:

1.1.1. Co-operation and Agility

- 1.1.1.1. Work together in a unified, inclusive and customer-focussed culture in the interest of P3M as a whole
- 1.1.1.2. Value the collective experience and knowledge of the P3M Contractors
- 1.1.1.3. Look for ways to continuously improve the service provision
- 1.1.1.4. Respect the position of each other's organisations
- 1.1.1.5. Be flexible and responsive to customer needs
- 1.1.1.6. Embrace change

1.1.2. Trust and Transparency

- 1.1.2.1. Share a common set of information to achieve open and honest collaborative working
- 1.1.2.2. Act professionally and be sensitive to the needs of all stakeholders
- 1.1.2.3. Respect all information given and received
- 1.1.2.4. Ensure processes and behaviours are open and visible
- 1.1.2.5. Raise issues early to avoid surprises and challenge where its appropriate to do so

Schedule 10 – DRAFT P3M Change and Software Release Management

1. Introduction

A software change and release management process will be implemented to manage configuration changes to the P3M Tool Suite. This process will be adopted by all Contractors who provide Support or Configuration services for the P3M system.

All parties will be expected to work collaboratively, and in a timely manner, to ensure well planned, communicated, and executed changes.

The process and roles and responsibilities are defined in this document.

This is a draft version and will be agreed and finalised between all parties when the R4 Configuration Contractor and Support Contractor(s) have been selected.

2. Categories of Change

The following types and sources of functional changes are planned:

- a) Catalogue Changes e.g. DE&S Catalogue changes requests – e.g. P6 EPS/OBS changes or Infrastructure Support Contractor system routine patching.
- b) Minor change e.g. Development of new OBIEE report by either DE&S, R4 Configuration Contractor or Application Support Contractor.
- c) Major: R4 configuration releases– The planned R4 enhancements are detailed in the statement of requirements for Release 4 which has been provided to all the bidders. Software upgrades will be provided with a 12-month defect warranty period post go live by the R4 configuration contractor. A joint test plan shall be agreed between the R4 Configuration Contractor and Application Support Contractor for these major releases.

3. Change Process & Responsibilities

The change process flow diagram is depicted at Annex A. Changes of all categories will follow this process.

The responsibilities of the parties in the change process are defined in Table 1.

Table 1

	Responsible	Accountable	Consulted	Informed
--	-------------	-------------	-----------	----------

Change Request Log	DE&S P3M Programme Team	DE&S P3M		
Manage Internal Catalogue Standard Changes	DE&S CIO	DE&S CIO	Infra Support Provider App Support Contractor R4 Configuration Contractor (as required)	Infra Support Contractor App Support Contractor R4 Configuration Contractor
Manages Industry Impact/options assessments and industry development of changes	App Support Contractor-provide change ticketing system	App Support Contractor	Infra Support Contractor R4 Configuration Contractor (as required)	Infra Support Contractor R4 Configuration Contractor
Develop/Config Change	Infra Support Contractor App Support Contractor R4 Configuration Contractor (as appropriate)	Infra Support Contractor App Support Contractor R4 Configuration Contractor (as appropriate)	Infra Support Contractor App Support Contractor R4 Configuration Contractor (as appropriate) DE&S	Infra Support Contractor App Support Contractor R4 Configuration Contractor (as appropriate)
Implement Change on the system	Infra Support Contractor App Support Contractor (as appropriate) CIO (standard Change)	Infra Support Contractor App Support Contractor (as appropriate) CIO (standard Change)	DE&S CIO Config Infra Support Contractor App Support Contractor (as appropriate)	DE&S CIO Service Management
Status/Progress Reporting of RFCs and Change Records through their lifecycle	DE&S App Support Contractor	DE&S App Support Contractor	Infra Support Contractor R4 Configuration Contractor	Infra Support Contractor R4 Configuration Contractor
CAB Management	App Support Contractor	App Support Contractor	DE&S Infra Support Contractor App Support Contractor (as appropriate)	
Change Management reporting	App Support Contractor	App Support Contractor		DE&S Infra Support Contractor App Support Contractor (as appropriate)
CCB Management	DE&S P3M Programme	DE&S P3M	Infra Support Contractor App Support Contractor	

			R4 Configuration Contractor (all attend for part of meeting)	
--	--	--	-----------------------------------------------------------------	--

4. Release Testing Responsibilities

The R4 Configuration Contractor¹ will be responsible for:

- conducting appropriate System test/functional testing in the development environment and packaging the configuration for transfer to the PPE environment
- managing UAT – they will create the UAT test plans and run and manage defect rectification
- providing a 12-month defect rectification period post production go live date to fix any emerging defects

The Application Support Contractor will be responsible for:

- moving the packaged configuration into the PPE environment for UAT testing.
- regression testing prior to release to the live system.
- Operational acceptance testing
- Supporting and maintaining configuration changes on the live system²

DE&S will be responsible for:

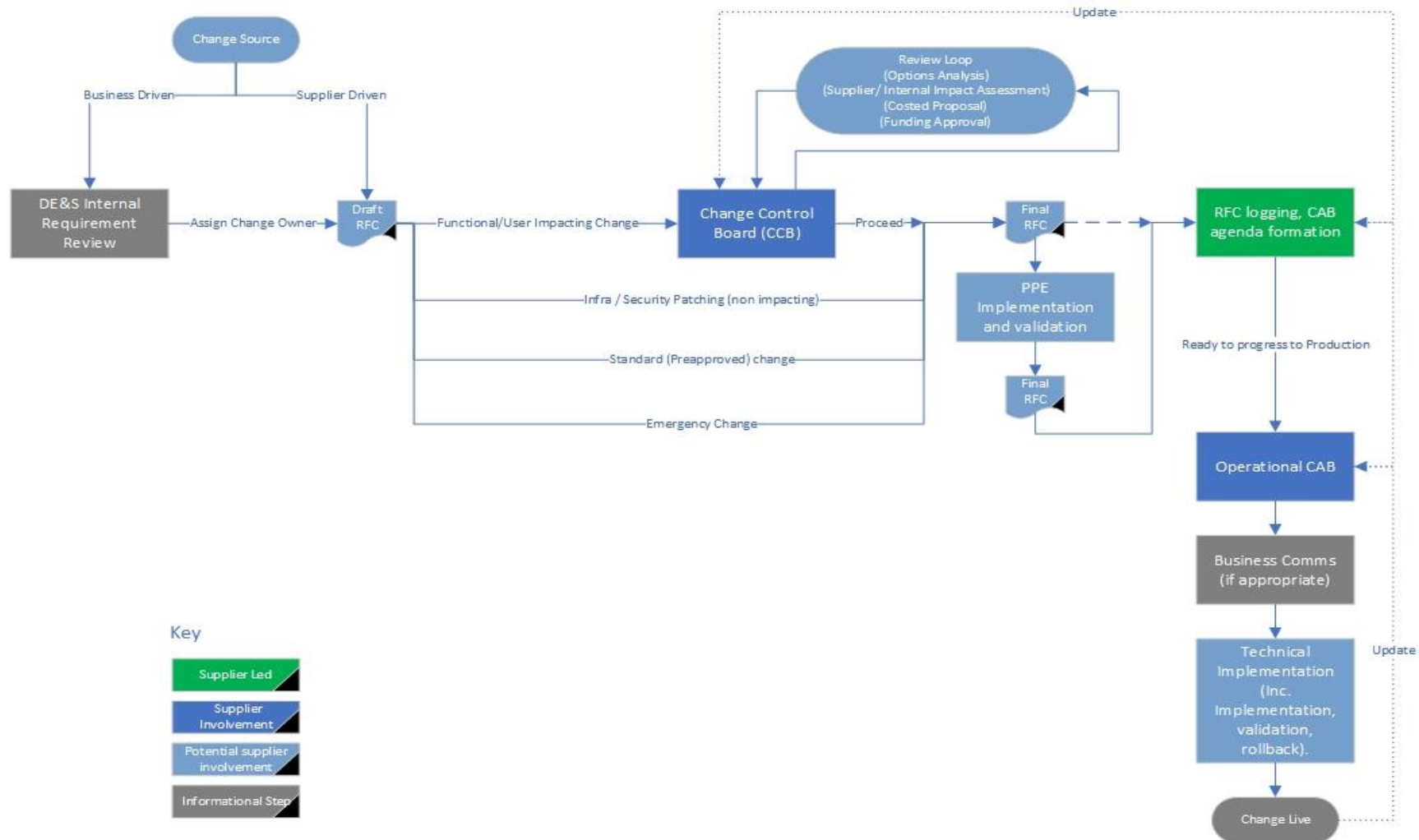
- Acceptance of the software release and agreement of release timescales

5. Glossary

See Annex C

¹ The R4 Configuration Contractor will perform the major functional changes but DE&S, the Application Support Contractor and infrastructure Support Contractor will also lead on minor or standard catalogue changes. The responsibility for ensuring the appropriate level of testing will therefore change according to the ownership of the change.

Annex A – Process Flow Diagram



Terminology	Definition
Change	The addition, modification or removal of anything that could have an effect on system or functionality or services
Application Support Contractor	The Contractor responsible for providing Application Support to the P3M system
Infrastructure Support Contractor	The Contractor responsible for providing infrastructure support to the P3M system
R4 Configuration Contractor	The Contractor responsible for proving configuration support for Release 4 of the P3M system
DE&S CIO Service Operations	The CIO team responsible for managing service requests and incidents
DE&S CIO Service Management	The CIO team responsible for managing Standard changes onto the system
Change Sponsor	person responsible for confirming the need for the change and ensuring that all the requisite support elements are in place prior to go live
RFC	Request for Change – Process to formally request change to system.
Change Advisory Board (CAB)	Technical body that provides governance prior to implementing change in PPE or Live system
Change Control Board (CCB)	Business governance board responsible for initiating, sponsoring, prioritising and progressing business changes
Change Implementor	Person or organisation approved to make approved change
UAT	User Acceptance Testing – Testing of change by end users for real world scenarios
Regression test	<p>Regression testing is defined as software testing to confirm that a recent program or configuration change has not adversely affected other parts of the software. Regression testing will be required when:</p> <ul style="list-style-type: none"> • There is a change in requirements and a program or configuration is modified according to the requirement • New feature is added to the software

	<ul style="list-style-type: none"> • Defect fixing • Performance issue fix <p>The level of regression testing will have to be commensurate to the size and complexity of the change or software release. The frequency of regression tests and the coverage of such tests will be determined between App Support Contractor, Development Contractor and DES. It is expected by DES that a major Upgrade (e.g. 16.2 to 18.x) or the implementation of a new release (R4) will have to factor in significant regression test activity.</p>
Pre-Production Environment	An environment that replicates the production environment configuration that is used for testing

Schedule 11 - Onboarding Plan

Introduction

1. This Schedule provides the Contractors Onboarding Plan for standing up the DES P3M Service in accordance with Schedule 2 and as agreed between the parties for commencement of the service by no later than 10 August 2020. The Onboarding Plan is set out below:

2. [The Onboarding Plan of the successful Potential Provider for IaaS and PaaS will be inserted at Annex A.]

3. [The Onboarding Plan of the successful Potential Provider for Application Support Service will be inserted at Annex B.]

Annex A to Schedule 11 - Infrastructure and Platform as a Service Onboarding Plan

[The Onboarding Plan of the successful Potential Provider for IaaS and PaaS will be inserted here]

Annex B to Schedule 11 - Application Support Service Onboarding Plan

[The Onboarding Plan of the successful Potential Provider for Application Support Service will be inserted here]

Schedule 12 - Service Management

Introduction

1. This Schedule provides the Contractors Service Management arrangements for the DES P3M Service in accordance with Schedule 2.
2. [The Operational Support Facility proposal of the successful Potential Provider for IaaS and PaaS will be inserted at Annex A.]
3. [The Master Service Desk proposal of the successful Potential Provider for Application Support Service will be inserted at Annex B.]

Annex A to Schedule 12 - Operational Support Facility Infrastructure and Platform as a Service

[The Operational Support Facility proposal of the successful Potential Provider for IaaS and PaaS will be inserted here.]

Annex B to Schedule 12 - Master Service Desk Application Support Service

[The Master Service Desk proposal of the successful Potential Provider for Application Support Service will be inserted here.]

Schedule 13 - Service Levels

1. Service Level and Service Credits

- 1.1 The Parties shall comply with the provisions of this Schedule 13 (Service Levels).
- 1.2 The Contractor shall at all times during the Contract Period provide the DE&S P3M Services to meet or exceed the Service Level Performance Measure for each Service Level Performance Criterion.
- 1.3 The Contractor acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Authority and that it shall entitle the Authority to the rights set below including the right to any Service Credits.
- 1.4 The Contractor acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Authority as a result of the Contractor's failure to meet any Service Level Performance Measure.
- 1.5 A Service Credit shall be the Authority's exclusive financial remedy for a Service Level Failure except where the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Contractor or any Contractor Personnel; and
 - (c) results in:
 - (i) the corruption or loss of any Authority Data; and/or
 - (ii) the Authority being required to make a compensation payment to one or more third parties; and/or
 - (d) the Authority is otherwise entitled to or does terminate this Contract.

2. Critical Service Level Failure

- 2.1. On the occurrence of a Critical Service Level Failure:
- 2.2. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 2.3. the Authority shall be entitled, on written notice to the Contractor, to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Monthly Service Fee Charges which would otherwise have been due to the Contractor in respect of that Service period (Compensation for Critical Service Level Failure),
- 2.4. provided that the operation of this Clause 2 shall be without prejudice to the right of the Customer to terminate this Call Off Contract and/or to claim damages from the Supplier for material default as a result of such Critical Service Level Failure.
- 2.5. The Contractors:
 - 2.5.1. agrees that the application of Paragraph 2 is commercially justifiable where a Critical Service Level Failure occurs; and

- 2.5.2. acknowledges that it has taken legal advice on the application of Paragraph 2 and has had the opportunity to price for that risk when calculating the Monthly Service Fee Charges.

3. Scope

- 3.1. This Schedule sets out the Service levels that the Contractor shall achieve by working collaboratively with the Authority and the other DES P3M contractors to enable the provision of the DES P3M Service, Monday to Friday, excluding UK Public Holidays, between 07:00 and 19:00 hrs within the agreed Service Level Agreement set out below, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Contractor's performance in the provision by it of the Services will be monitored. This Schedule comprises:
- 3.1.1. [The Service Level Agreement of the successful Potential Provider for Part 1 of the requirement will be inserted at Annex A - Service Levels, Service Credits and Critical Service Level Failures for the Platform and Infrastructure Support Service];
- 3.1.2. [The Service Level Agreement of the successful Potential Provider for Part 2 of the requirement will be inserted at Annex A - Service Levels, Service Credits and Critical Service Level Failures for the Application Support Service];

4. General Provisions

- 4.1. The Contractor shall ensure that all Service Levels in this Contract are achieved to the highest standard throughout the Contract Period.
- 4.2. The Contractor accepts and acknowledges that failure to meet the Service Level Performance Measures will result in Service Credits being issued to the Authority.

5. Principal Points

- 5.1. The objectives of the Service Levels and Service Credits are to:
- 5.1.1. ensure that the Services are of a consistently high quality and meet the requirements of the Authority;
- 5.1.2. provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the level of service for which it has contracted to deliver; and
- 5.1.3. incentivise the Contractor to comply with and to expeditiously remedy any failure to comply with the Service Levels.

6. Service Levels

- 6.1. The Contractor shall monitor its performance of this Contract by reference to the relevant performance criteria for achieving the Service Levels and shall send the Authority a Performance Monitoring Report detailing the level of service which was achieved in accordance with Schedule 9.
- 6.2. The Contractor shall, at all times, provide the Services in such a manner that the Service Levels Performance Measures are achieved.
- 6.3. If the level of performance of the Contractor of any element of the provision by it of the Services during the Contract Period:

6.3.1. is likely to or fails to meet any Service Level Performance Measure or

6.3.2. is likely to cause or causes a Critical Service Failure to occur,

6.3.3. the Contractor shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without prejudice to any other of its rights howsoever arising, may:

- (a) require the Contractor to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
- (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Authority shall be entitled to instruct the Contractor to provide a rectification plan as per paragraph 7 below; or
- (c) if a Service Level Failure has occurred, deduct from the Monthly Service Charges the applicable Service Level Credits payable by the Contractor to the Authority in accordance with the calculation formula set out in paragraph 10; or
- (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with paragraph 2 of this Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in paragraph 2.4 of this Schedule in relation to material breach).

6.4. Approval and implementation by the Authority of any rectification plan shall not relieve the Contractor of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such approval and/or implementation by the Authority.

7. Rectification Plan

7.1. Where the Authority has instructed the Contractor to provide a rectification plan the Contractor shall submit a rectification plan to the Authority for it to review as soon as possible and in any event within five (5) Working Days (or such other period as may be agreed between the Parties) from the date of Authority's instruction. The Contractor shall submit a rectification plan even if the Contractor disputes that it is responsible for the default given rise to the Authority's request for a rectification plan. The rectification plan shall set out:

- (a) full details of the default that has occurred, including a root cause analysis;
- (b) the actual or anticipated effect of the default; and
- (c) the steps which the Contractor proposes to take to rectify the default (if applicable) and to prevent such default from recurring, including timescales for such steps and for the rectification of the default (where applicable).

- 7.2. The Contractor shall promptly provide to the Authority any further documentation that the Authority requires to assess the Contractor's root cause analysis. If the Parties do not agree on the root cause set out in the draft rectification plan, either Party may refer the matter to be determined by an expert in accordance with the dispute resolution procedure.
- 7.3. The Authority may reject the rectification plan by notice to the Contractor if, acting reasonably, it considers that the rectification plan is inadequate, for example because the rectification plan:
- (a) is insufficiently detailed to be capable of proper evaluation;
 - (b) will take too long to complete;
 - (c) will not prevent reoccurrence of the default; and/or
 - (d) will rectify the default but in a manner which is unacceptable to the Authority.
- 7.4. The Authority shall notify the Contractor whether it consents to the Rectification Plan as soon as reasonably practicable. If the Authority rejects the Rectification Plan, the Authority shall give reasons for its decision and the Contractor shall take the reasons into account in the preparation of a revised Rectification Plan. The Contractor shall submit the revised Rectification Plan to the Authority for review within five (5) Working Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.
- 7.5. If the Authority consents to the rectification plan, the Contractor shall immediately start work on the actions set out in the rectification plan.

8. Service Credits

- 8.1. Set out below is the formula used to calculate a Service Credit payable to the Authority as a result of a Service Level Failure in a given service period which, for the purpose of this Schedule, shall be a recurrent period of one Month during the Contract Period (the Service Period).
- 8.2. This Schedule includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Contractor.
- 8.3. The Authority shall use the Performance Monitoring Reports supplied by the Contractor under Part B (Performance Monitoring) of this Schedule to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 8.4. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Contractor shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula below.

9. Nature of Service Credits

- 9.1. The Contractor confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Monthly Service Fee. Both Parties agree that the

Service Credits are a reasonable method of price adjustment to reflect poor performance.

10. Calculation of Service Levels

10.1. The Service Levels will be calculated as follows:

Service Level Performance Criteria	Calculation Formula
<ul style="list-style-type: none"> Call wait time 	<ul style="list-style-type: none"> $TCSLA / TC \times 100$ where TCSLA = Total number of calls picked up within the service period TC = Total number of calls received during the service period
<ul style="list-style-type: none"> Incident response 	<ul style="list-style-type: none"> $TIRSLA / TIR \times 100$ where TIRSLA = Total number of in-scope incidents responded to within SLA's TIR = Total number of in-scope incidents responded to within the service period
<ul style="list-style-type: none"> Incident resolution 	<ul style="list-style-type: none"> $TISLA / TI \times 100$ where TISLA = Total number of incidents resolved within SLA during service period TI = Total number of incidents raised during the service period
<ul style="list-style-type: none"> Service request response 	<ul style="list-style-type: none"> $TSRSLA / TR \times 100$ where TSRSLA = Total number of in-scope service requests responded to within SLA's TSR = Total number of in-scope service requests responded to during service period
<ul style="list-style-type: none"> Service requests (Catalogue) 	<ul style="list-style-type: none"> $TSRSLA / TI \times 100$ where TSRSLA = Total number of service requests resolved within SLA during service period TSR = Total number of service requests raised during the service period

<ul style="list-style-type: none"> • Availability 	<ul style="list-style-type: none"> • $(MP - SD) / MP \times 100$ <p>MP = Total number of minutes of, excluding permitted maintenance, within the relevant service period; and</p> <p>SD = Total number of minutes of downtime excluding permitted maintenance, in the relevant service period.</p>
<ul style="list-style-type: none"> • Performance 	<ul style="list-style-type: none"> • Actual Performance / Target Performance x 100 <p>Actual Performance = Total response time for a pre-defined task</p> <p>Target Performance = Baselined target performance for a pre-defined task</p>

11. Performance Monitoring

1.1. The methodology for monitoring the provision of the Services:

- 1.1.1. to ensure that the Supplier is complying with the Service Levels; and
- 1.1.2. for identifying any failures to achieve Service Levels in the performance of the Contractor and/or provision of the Services (Performance Monitoring System).

1.2. Within twenty (20) Working Days of the Commencement Date the Contractor shall provide the Authority with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

12. Reporting of Service Failures

1.3. The Contractor shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Authority.

13. Performance Monitoring and Review

1.4. The Contractor shall provide the Authority with performance monitoring reports which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- 1.4.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- 1.4.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
- 1.4.3. any Critical Service Level Failures and details in relation thereto;
- 1.4.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

- 1.4.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.4.6. such other details as the Authority may reasonably require from time to time.
 - 1.4.7. The Parties shall attend meetings to discuss Performance Monitoring Reports on a monthly basis (unless otherwise agreed) in accordance with Schedule 9. The Performance Review Meetings shall (unless otherwise agreed) take place within one (1) week of the Performance Monitoring Reports being issued by the Contractor;
- 1.5. The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
 - 1.6. The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor and the calculations of the amount of Service Credits for any specified Service Period.

Annex A to Schedule 13 - SLA Infrastructure and Platform as a Service

[The Service Level Agreement of the successful Potential Provider for IaaS and PaaS will be inserted here]

Annex B to Schedule 13 - SLA Application Support Service

[The Service Level Agreement of the successful Potential Provider for Application Support Service will be inserted here.]

Schedule 14 - Support Service

Introduction

1. This Schedule provides the Contractors Support Service arrangements for the DES P3M Service in accordance with Schedule 2. The detailed arrangements to meet the requirements as at Schedule 2 are provided as follows:
2. [The Hosting Service proposal of the successful Potential Provider for IaaS and PaaS will be inserted at Annex A.]
3. [The Infrastructure as a Service proposal of the successful Potential Provider for IaaS and PaaS will be inserted at Annex B.]
4. [The Platform as a Service proposal of the successful Potential Provider for IaaS and PaaS will be inserted at Annex C.]
5. [The Application Support Service proposal of the successful Potential Provider for Application Support Service will be inserted at Annex D.]
6. [The Oracle Support Service proposal of the successful Potential Provider for Application Support Service will be inserted at Annex E.]

Annex A to Schedule 14 - Hosting Service

[The Hosting Service proposal of the successful Potential Provider for IaaS and PaaS will be inserted here.]

Annex B to Schedule 14 – Infrastructure as a Service

[The Infrastructure as a Service proposal of the successful Potential Provider for IaaS and PaaS will be inserted here.]

Annex C to Schedule 14 - Platform as a Service

[The Platform as a Service proposal of the successful Potential Provider for IaaS and PaaS will be inserted here.]

Annex D to Schedule 14 - Application Support Service

[The Application Support Service proposal of the successful Potential Provider for Application Support Service will be inserted here.]

Annex E to Schedule 14 - Oracle Support Service

[The Oracle Support Service proposal of the successful Potential Provider for Application Support Service will be inserted here.]

Schedule 15 - Exit Management

1. Introduction

1. The Parties shall comply with the exit management provision set out in this Schedule. It describes the provisions that are included in the Exit Plan, the duties and responsibilities of the Contractor to the Authority. The objectives of the exit planning and service transfer arrangement are to ensure a smooth transition of the DES P3M Service from the Contractor to the Authority and / or a replacement contractor at the end of the Contract.

2. Obligations during the Contract period to facilitate Exit

1. During the Contract Period the Contractor shall:

1. create and maintain a register of all:
 - a. Supplier Assets, detailing their:
 - i. make, model and asset number;
 - ii. ownership;
 - iii. Net Book Value;
 - iv. condition and physical location; and
 - v. use (including technical specifications); and
 - b. Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the DES P3M Services;
2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Contractor provides the Services, which shall contain enough detail to permit the Authority and/or replacement contractor to understand how the Contractor provides the DES P3M Services and to enable the smooth transition of the DES P3M Services with the minimum of disruption;
3. agree the format of the registers with the Authority as part of the process of agreeing the Exit Plan; and
4. at all times keep the registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the DES P3M Services.

2. The Supplier shall (unless otherwise agreed by the Authority in writing) procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any replacement contractor upon the Contractor ceasing to provide the DES P3M Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

3. Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Schedule and provide written notification of such appointment to the other Party within three (3) months of the Contract Commencement Date. The Contractor's Exit Manager shall be responsible for ensuring that the Contractors and

its employees, agents and Sub-Contractors comply with this Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party's compliance with it.

3. Obligations to assist on re-tendering of DES P3M Services

1. On reasonable notice at any point during the Contract Period, the Contractor shall provide to the Authority and/or its potential replacement Contractor (subject to the potential replacement contractors entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential replacement contractors undertaking due diligence:

1. details of the DES P3M Service(s);
2. a copy of the Registers, updated by the Contractor up to the date of delivery of such Registers;
3. an inventory of Authority Data in the Contractor's possession or control;
4. details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
5. a list of on-going and/or threatened disputes in relation to the provision of the DES P3M Services;
6. all information relating to transferring Contractor employees required to be provided by the Contractor under this Contract; and
7. such other material and information as the Authority shall reasonably require, (together, the Exit Information).

2. The Contractor acknowledges that the Authority may disclose the Contractor's Confidential Information to an actual or prospective replacement contractor or any third party whom the Authority is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Authority may not under this paragraph 3 of this Schedule disclose any Contractor's Confidential Information which is information relating to the Contractor's or its Sub-Contractors' prices or costs).

3. The Contractor shall:

1. notify the Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any DES P3M Services and shall consult with the Authority regarding such proposed material changes; and
2. provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Authority.

4. The Contractor may charge the Authority for its reasonable additional costs to the extent the Authority requests more than four (4) updates in any six (6) month period.

5. The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Contractor shall be such as would be reasonably necessary to enable a third party to:

1. prepare an informed offer for those DES P3M Services; and
2. not be disadvantaged in any subsequent procurement process compared to the Contractor (if the Contractor is invited to participate).

4. **Exit Plan**

1. The Contractor shall within 180 working days after the Commencement Date, deliver to the Authority an updated Exit Plan which:

1. sets out the Contractor's proposed methodology for achieving an orderly transition of the DES P3M Services from the Contractor to the Authority and/or its replacement contractor on the expiry or termination of this Contract;
2. complies with the requirements set out in this Schedule;
3. is otherwise reasonably satisfactory to the Authority.

2. In delivering any Exit Plan the Contractor shall enable the following exit objectives to be met:

- a. Transition of the DES P3M Service, or part thereof, to a new service contractor or the Authority and minimising any negative impact, including disruption or deterioration to the DES P3M Service;
- b. Assistance by the Contractor to a new service contractor or the Authority to plan, manage and execute the transfer of DES P3M Service.
- c. Data migration and transfer activities by the Contractor to avoid data loss or integrity issues.

3. The Contractor shall produce and maintain an Exit Plan to assist and enable the transition of the DES P3M Service to the Authority or the replacement Contractor. The requirement shall be delivered in accordance with the Exit Plan at Schedule 15 as follows:

4. [The draft Exit Plan of the successful Potential Provider for Part 1 will be inserted at Annex A and subsequently replaced with an updated Exit Plan for Part 1.]

5. [The draft Exit Plan of the successful Potential Provider for Part 2 will be inserted at Annex B and subsequently replaced with an updated Exit Plan for Plan 2.]

5. **Exit Management Support and Obligations**

1. The Authority shall be entitled to require the provision of exit management support at any time during the Contract by giving written notice to the Contractor at least four (4) months prior to the Contract expiry date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service of a request for exit management support. Any request for exit management support shall specify:

- a. the date from which Exit Management Support is required;

b. the nature of the Exit Management Support required; and.

c. the period during which it is anticipated that Exit Management Support will be required, which shall continue no longer than twelve (12) months after the date that the Contractor ceases to provide the DES P3M Services.

2. The Contractor shall comply with all of its obligations contained in the relevant Exit Plan.

3. Upon termination or expiry (as the case may be) or at the end of the exit management support period (or earlier if this does not adversely affect the Contractor's performance of the DES P3M Services and the exit management support, the Contractor shall:

1. cease to use the Authority Data;

2. provide the Authority and/or the replacement contractor with a complete and uncorrupted version of the Authority Data in (an open) electronic form (or such other format as reasonably required by the Authority);

3. erase from any computers, storage devices and storage media that are to be retained by the Contractor after the end of the exit management support period all Authority Data and promptly certify to the Authority that it has completed such deletion;

4. return to the Authority such of the following as is in the Contractor's possession or control:

1. all copies of the Authority Software and any other software licensed by the Authority to the Contractor under this Contract;

2. all materials created by the Contractor under this Contract in which the IPRs are owned by the Authority;

3. any parts of the IT Environment and any other equipment which belongs to the Authority;

4. any items that have been on-charged to the Authority, such as consumables; and

5. all Authority Property issued to the Contractor under Clause 30 of this Contract (Authority Property). Such Authority Property shall be handed back to the Authority in good working order (allowance shall be made only for reasonable wear and tear);

6. any sums prepaid by the Authority in respect of DES DES P3M Services not Delivered by the Contract Expiry Date;

5. vacate any Authority Premises;

6. remove the Contractor Equipment together with any other materials used by the Contractor to supply the Goods and/or Services and shall leave the Sites in a clean, safe and tidy condition. The Contractor is solely responsible for making good

any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor and/or any Contractor Personnel;

7. provide access during normal working hours to the Authority and/or the replacement contractor for up to twelve (12) months after expiry or termination to:

1. such information relating to the Goods and/or Services as remains in the possession or control of the Contractor; and
2. such members of the Contractor Personnel as have been involved in the design, development and provision of the Goods and/or Services and who are still employed by the Contractor, provided that the Authority and/or the Replacement Contractor shall pay the reasonable costs of the Contractor actually incurred in responding to requests for access under this paragraph.

4. Upon termination or expiry (as the case may be) or at the end of the exit management support period (or earlier if this does not adversely affect the Contractor's performance of the Services and the exit management support and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any DES P3M Services or for statutory compliance purposes.

5. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the Services shall be terminated with effect from the end of the exit management support period.

6. Contractor Personnel

1. The Authority and Contractor agree and acknowledge that in the event of the Contractor ceasing to provide the DES P3M Services or part of them for any reason, Schedule 19 (TUPE) shall apply.

2. The Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the DES P3M Services from transferring their employment to the Authority and/or the replacement contractor.

3. During the Exit Management Support Period, the Contractor shall give the Authority and/or the replacement contractor reasonable access to the Contractor's personnel to present the case for transferring their employment to the Authority and/or the replacement contractor.

4. The Contractor shall immediately notify the Authority or, at the direction of the Authority, the replacement contractor of any period of notice given by the Contractor or received from any person referred to in the staffing information, regardless of when such notice takes effect.

7. Charges

1. Except as otherwise expressly specified in this Contract, the Contractor shall not make any charges for maintaining the exit plan provided by the Contractor pursuant to, and the Authority shall not be obliged to pay for costs incurred by the Contractor in relation to its compliance with this Schedule. Any requested Exit Management Support will be subject to an agreed milestone payment for exit management support and will become payable upon

successful completion of such Exit Management Support in accordance with Schedule 2 and Schedule 8.

Annex A to Schedule 15 - Exit Plan Infrastructure and Platform as a Service

[The draft Exit Plan of the successful Potential Provider for Part 1 will be inserted here and subsequently replaced with an updated Exit Plan for Part 1.]

Annex B to Schedule 15 - Exit Plan Application Support Service

[The draft Exit Plan of the successful Potential Provider for Part 2 will be inserted here and subsequently replaced with an updated Exit Plan for Part 2.]

Schedule 16 - Security

Introduction

1. The Contractor acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of information and consequently on the security provided by the Contractor's information security management system, as updated from time to time in accordance with this Schedule. This Schedule provides the Contractors Security Management Plan that sets out the security controls to be implemented and maintained by the Contractor in relation to the security aspects and processes associated with the delivery of the DES P3M Service to the Authority and in accordance with MoD and HMG policies.

2. Security Management Plan - Principles and Contents

1. Within twenty (20) working Days after the Contract Commencement Date, the Contractor shall prepare and submit to the Authority for approval in accordance with this Schedule a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of this Schedule.

2. The Security Management Plan shall:

1. be based on the initial Security Management Plan as per Schedule 2;

2. comply with the security policy;

3. unless otherwise specified by the Authority in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Authority Premises, the Sites, the Contractor System and any ICT, information and data (including the Authority's Confidential Information and the Authority Data) to the extent used by the Authority or the Contractor in connection with this Contract;

4. set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the DES P3M Services and all processes associated with the delivery of the DES P3M Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the DES P3M Services comply with the provisions of this Schedule.

5. set out the plans for transiting all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the Contractor's information security management system at the date set out in the Implementation Plan for the Contractor to meet the full obligations of the security requirements.

6. be structured in accordance with ISO27001, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and

7. be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Authority engaged in the DES P3M Services and shall reference only documents which are in the possession of the Authority or whose location is otherwise specified in this Schedule.

3. If the Security Management Plan submitted to the Authority pursuant to paragraph 2.1 of this Schedule is approved by the Authority, it shall be adopted by the Contractor immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Authority, the Contractor shall amend it within ten (10) working days of a notice of non-approval from the Authority and re-submit it to the Authority for approval. The Parties shall use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission to the Authority of the Security Management Plan. If the Authority does not approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No approval to be given by the Authority pursuant to this paragraph may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 2.2 of this Schedule shall be deemed to be reasonable.

4. Approval by the Authority of the Security Management Plan pursuant to paragraph 2.3 of this Schedule or of any change or amendment to the Security Management Plan shall not relieve the Contractor of its obligations under this Schedule.

5. [The draft Security Management Plan of the successful Potential Provider for Part 1 will be inserted at Annex B.]

6. [The Security Management Plan of the successful Potential Provider for Part 2 will be inserted at Annex C.]

3. Amendment and revision of the information system management system and Security Management Plan

1. The information security management system and Security Management Plan shall be fully reviewed and updated by the Contractor from time to time and at least annually to reflect:

1. emerging changes in Good Industry Practice;
2. any change or proposed change to the Contractor System, the DES P3M Services and/or associated processes;
3. any new perceived or changed security threats; and
4. any reasonable request by the Authority.

2. The Contractor shall provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the information security management system and Security Management Plan at no additional cost to the Authority. The results of the review shall include, without limitation:

1. suggested improvements to the effectiveness of the information security management system;
2. updates to the risk assessments;
3. proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the information security management system; and

4. suggested improvements in measuring the effectiveness of controls.

4. Testing of the information security management system

1. The Contractor shall conduct tests of the information security management system from time to time and at least annually and additionally after any change or amendment to the information security management system or the Security Management Plan. Security Tests shall be designed and implemented by the Contractor so as to minimise the impact on the delivery of the DES P&M Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority. Subject to compliance by the Contractor with the foregoing requirements, if any Security Tests adversely affect the Contractor's ability to deliver the DES P&M Services so as to meet the Service Level Agreement at Schedule 13, the Contractor shall be granted relief against any resultant under-performance for the period of the Security Tests.

2. The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such Security Tests (in a form approved by the Authority in advance) as soon as practicable after completion of each Security Test.

5. Breach of Security

1. Either Party shall notify the other in accordance with the agreed security incident management process as defined by the information security management system upon becoming aware of any breach of security or any potential or attempted breach of security.

2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 4.1 of this Schedule, the Contractor shall:

1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Authority) necessary to:
 - a. remedy such breach of security or any potential or attempted breach of security or protect the integrity of the information security management system against any such breach of security or any potential or attempted breach of security; and
 - b. prevent a further breach of security or any potential or attempted breach of security in the future exploiting the same root cause failure; and

2. as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as defined by the information security management system) of the breach of security or the potential or attempted breach of security, including a root cause analysis where required by the Authority.

3. In the event that such action is taken in response to a breach of security or potential or attempted breach of security that demonstrates non-compliance of the information security management system with the Security Policy or security requirements or the requirements of this Schedule, then any required change to the information security management system shall be at no cost to the Authority.

6. Security Policy - Use of Information Systems

1. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

2. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

3. The following describes the minimum security requirements for processing and accessing OFFICIAL-SENSITIVE information on IT systems.

1. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System -Administrators should not conduct ‘standard’ User functions using their privileged accounts.

2. Identification and Authentication (ID&A). All systems shall have the following functionality:

1. Up-to-date lists of authorised users;
2. Positive identification of all users at the start of each processing session.

3. Passwords. Passwords are part of most ID&A, Security Measures. Passwords shall be ‘strong’ using an appropriate method to achieve this, for example including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.

4. Internal Access Control. All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

5. Data Transmission. Unless the Customer authorises otherwise, OFFICIAL-SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent.

6. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

1. The following events shall always be recorded:

1. All log on attempts whether successful or failed,
2. Log off (including time out where applicable),
3. The creation, deletion or alteration of access rights and privileges,
4. The creation, deletion or alteration of passwords.

2. For each of the events listed above, the following information is to be recorded:

1. Type of event,
2. User ID,
3. Date & Time,
4. Device ID.

3. The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know.

4. If the operating system is unable to provide this, then the equipment shall be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

7. Integrity & Availability. The following supporting measures shall be implemented:

1. Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),
2. Defined Business Contingency Plan,
3. Data backup with local storage,
4. Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
5. Operating systems, applications and firmware should be supported,
6. Patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented,
7. Logon Banners. Wherever possible, a “Logon Banner” shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring.
8. A suggested format for the text (depending on national legal requirements) could be:
 1. “Unauthorised access to this computer system may constitute a criminal offence”
 1. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal,
 2. Internet Connections. Computer systems shall not be connected direct to the Internet or ‘untrusted’ systems unless protected by a firewall (a software based personal firewall is the minimum) which is acceptable to the Customer’s Principal Security Advisor,
 3. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

7. Security Policy - Sub-Contracts

1. The Contractor may sub-contract any elements of this Contract to sub-contractors within the United Kingdom notifying the Authority. The Contractor may not sub-contract to a sub-contractor located in another country. When sub-contracting to a sub-contractor located in the UK the Contractor shall ensure that these security conditions shall be incorporated within the sub-contract document. If the sub-contract is approved, the Authority shall provide the Contractor with the security conditions that shall be incorporated within the sub-contract document.

8. Security Policy - Audit

1. Where considered necessary by the Authority, the Contractor shall provide evidence of compliance with the above security conditions and/or permit the inspection of the

Contractors processes and facilities by representatives of the Authority to ensure compliance with these requirements.

Annex A to Schedule 16 - Security Aspects Letter

Vaughan Andrews
CIO

030 679 84899

vaughan.andrews101@mod.gov.uk

Defence Equipment & Support
Elm 2.c, #4139, NH4
MOD Abbey Wood
Bristol BS34 8JH

Addressee
Address Line 1
Address Line 2
City
Postcode

05-03-20

Our Reference: CCDT/668

P3M Support Security Aspects Letter

Messrs

For the personal attention of: (Name of company Security Controller)

Dear Sir

TENDER NO AND SUBJECT: CCDT/668 P3M SUPPORT DELIVERY PARTNER

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, model, article, note or document, or information connected with or arising out of the above-mentioned Invitation to Tender, is subject to the provisions of the Official Secrets Acts (OSA) 1911-1989. Your attention is particularly drawn to the following specific classified aspects which must be fully safeguarded:

SECURITY ASPECTS	CLASSIFICATION
P3M System name	Unclassified
P3M System technical details	up to Official Sensitive
P3M System 'Issue' details	up to Official Sensitive
Data imported from other P3M environment tools	up to Official Sensitive
P3M Production Data	Up to Official Sensitive

2. Will you please confirm that:

- a. This definition of the classified aspects of the above Invitation to Tender has been brought to the attention of the person directly responsible for the security of this Tender.
 - b. The definition is fully understood.
 - c. Measures can, and will, be taken to safeguard the classified aspects.
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.
- 3. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
 - 4. In the event of a contract being placed with you, these aspects would constitute 'SECRET Matter' for the purpose of the Security Clause included in the contract and as OFFICIAL-SENSITIVE.
 - 5. Any access to classified information on MoD premises that may be needed will be subject to MoD security regulations under the direction of the MoD Project Officer.

Yours faithfully

Vaughan Andrews
CIO

Copy via DII email to:

[DES PSyA-SecurityAdviceCentre \(MULTIUSER\)](#)

[DSR-STInd\(MULTIUSER\)](#)

[ISS Des-DAIS-SRAAcc8-IA \(Collins, David C1\)\)](#)

Annex B to Schedule 16 – Security Management Plan Infrastructure and Platform as a Service

[The draft Security Management Plan of the successful Potential Provider for Part 1 will be inserted here and updated subsequently. The Supplier shall develop the final Security Management Plan as soon as practicable after the Contract Commencement Date, but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Commencement Date.]

Annex C to Schedule 16 – Security Management Plan Application Support Service

[The Security Management Plan of the successful Potential Provider for Part 2 will be inserted here. The Supplier shall develop the final Security Management Plan as soon as practicable after the Contract Commencement Date but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Commencement Date.]

Schedule 17 - Disaster Recovery

Introduction

1. Within ninety (90) working days from the Contract Commencement Date the Contractor shall prepare and deliver to the Authority for the Authority's written approval a Disaster Recovery Plan, which shall detail the processes and arrangements that the Contractor and other relevant parties shall follow to recover the DES P3M Service following any failure or disruption of the DES P3M Service in the event of a Disaster and in accordance with Schedule 2. A disaster here shall mean the occurrence of one or more events which, either separately or cumulatively, mean that the DES P3M Service will be unavailable for a period of twenty-four (24) hours or which is reasonably anticipated will mean that the provision of the DES P3M service or a material part thereof will be unavailable for that period.

2. In the case that a request is made by the Authority to invoke the disaster recovery capability inside of the 90 working days of providing the Disaster Recovery Plan the parties shall work collaboratively to recover the DES P3M Service meeting the stated Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

2. Disaster Recovery Plan - Principles and Contents

1. The Disaster Recovery Plan shall detail the processes and arrangements that the Contractor shall follow to recover the DES P3M Services in the event of a Disaster to ensure that upon the occurrence of a Disaster the Contractor ensures continuity of the DES P3M Service to the Authority following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact. The following shall be met:

1. RPO of 12 hours (100% of service capability and data recovered) applying to the point at which incident or loss occurs. The RPO is not restricted to in service hours, but time of incident - 12 hours;

2. RTO of 24 hours to restore to the agreed RPO or better. The RTO shall be measured as per service hours.

3. The Contractor shall maintain the capability to securely backup information and enable its restoration in the event of disasters including security related incidents and data protection breaches.

4. The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster and when requested by the Authority in the event it is deemed necessary by the Authority to maintain continuity of live service.

2. The Disaster Recovery Plan shall include the following:

1. the technical design and build specification of the Disaster Recovery System;

2. details of the procedures and processes to be put in place by the Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

a. data centre and disaster recovery site audits;

- a. backup methodology and details of the Contractor's approach to data back-up and data verification;
 - b. identification of all potential disaster scenarios;
 - c. risk analysis;
 - d. documentation of processes and procedures;
 - e. hardware configuration details;
 - f. network planning including details of all relevant data networks and communication links;
 - g. invocation rules;
 - h. Service recovery procedures; and
 - i. steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services;
 3. any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of DES P3M Services during any period of invocation of the Disaster Recovery Plan;
 4. details of how the Contractor shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 5. access controls to any disaster recovery sites used by the Contractor in relation to its obligations pursuant to this Schedule; and
 6. testing and management arrangements.
3. The requirement shall be delivered in accordance with the Disaster Recovery Plan at Schedule 17 as follows:
1. [The High Level Disaster Recovery Plan of the successful Potential Provider for Part 1 will be inserted at Annex A and updated within ninety (90) working days of contract commencement.]
 2. [The contribution to the Disaster Recovery Plan of the successful Potential Provider for Part 2 will be inserted at Annex B within ninety (90) working days of contract commencement.]
3. **Test of the Disaster Recovery Plan**
1. The Contractor shall perform an annual end-to-end disaster recovery simulation as agreed with the Authority every Contract Year, meeting the stated RPO and RTO, and in accordance with the Disaster Recovery Plan.
 2. The Contractor shall undertake a six (6) monthly review of the Disaster Recovery Plan in collaboration with the other relevant P3M contractors.

Annex A to Schedule 17 - Disaster Recovery Infrastructure and Platform as a Service

[The Disaster Recovery Plan of the successful Potential Provider for Part 1 will be inserted here.]

Annex B to Schedule 17 - Disaster Recovery Application Support Service

[The Disaster Recovery Plan of the successful Potential Provider for Part 2 will be inserted here.]

Schedule 18 - Additional Services

1. Introduction

1. This Schedule provides the tasking process for DES P3M Additional Services in accordance with Schedule 2

2. Tasking Process

1. Where the Authority identifies a requirement for a Task under Contract Schedule 2 - Statement of Requirement, the Authority's nominated representative will raise a new Task Authorisation Form (TAF) as at Schedule 18 Annex A of the Contract and issue the TAF to the Contractor for a Firm Price Quotation. The TAF will include an outline description of the Task as a minimum, but the Authority undertakes to provide as much detail of the requirement as possible at this stage. The Contractor shall provide the Authority with a firm price quotation using the Rate Card at Schedule 2.

2. Should the Contractor's Firm Price Quotation be acceptable to the Authority, authority to proceed will be given by Contract amendment to include the new task in Schedule 2 of the Contract (List of Agreed Tasks), issued by the Authority's Commercial Manager named in DEFFORM 111 Appendix to Contract. The Contractor shall not commence work under any Task prior to its authorisation by amendment of the Contract to include the Task.

3. If, after authorisation and commencement of work, Tasks require amendment, the relevant TAF will be cancelled by the Authority and a new TAF issued, following receipt and acceptance of a revised Firm Price from the Contractor.

4. The Acceptance Criteria shall be as stated within the TAF and subject to the acceptance process as per Schedule 8 of the Contract.

5. The Tasking Form is at Schedule 18, Annex A.

Annex A to Schedule 18 - Tasking Form

TASK AUTHORISATION FORM - TAF Part 1		TAF NO:
CONTRACT No: CCDT/668		
PART 1 – TASK SPECIFICATION		
TASK TITLE		
TASK DESCRIPTION (including activities, acceptance criteria and deliverables where appropriate):		
Acceptance Criteria		
REQUIRED DELIVERY/COMPLETION DATE		
Authority Project Manager (PM): Name:.....Position.....Signed:.....Date:.....20		

PARTS 3 & 4 FOR AUTHORITY USE ONLY

TASK AUTHORISATION FORM - TAF Part 3	TAF NO:
CONTRACT No: CCDT/668	
APPROVAL TO PROCEED WITH TASK	
TASK TITLE:	
<u>A. AUTHORITY NOMINATED REPRESENTATIVE</u>	
I confirm that the direct labour hours and the material elements of the Firm Price quotation are commensurate with the work involved.	
Name:.....Position.....Signed:.....Date:.....20	
<u>B . AUTHORITY FINANCE PROJECT APPROVAL FOR ALL TASKS</u>	
I confirm that Sufficient Funds exist under the UIN/RAC/LPC and a Requirement Scrutiny has been undertaken.	
Name:.....Position.....Signed:.....Date:.....20	
<u>C. AUTHORITY COMMERCIAL APPROVAL FOR ALL TASKS</u>	
Required for all Tasks before commencement of work	
Name:.....Position.....Signed:.....Date:.....20	
AGREED FIRM PRICE	£..... (Ex VAT)
AGREED DELIVERY/COMPLETION DATE: 20	

Completion Certificate

TASK AUTHORISATION FORM – TAF Part 4	TAF NO:
CONTRACT No: <i>CCDT/668</i>	
CERTIFICATION OF COMPLETION OF TASK	
TASK TITLE:	
CONTRACTOR'S DECLARATION	
DATE TASK COMPLETED on: _____	
Name:.....Position.....Signed:.....Date:.....20	
<u>AUTHORITY NOMINATED REPRESENTATIVE ACCEPTANCE OF COMPLETION</u>	
I confirm that the task has been satisfactorily completed.	
Name:.....Position.....Signed:.....Date:.....20	

Schedule 19 - TUPE

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 19, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract unless the context otherwise requires:

"Data Protection Legislation" means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service

Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than six (6) months preceding the termination, partial termination or Expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 19 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Relevant Transfer;
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 19 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;
- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet

those employees and their trade union or other employee representatives.

- 2.1.3 No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 19 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.
- 2.1.4 Within 14 days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 19 in respect of Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any

part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 19.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 19 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Transferring Employees**

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
 - (a) before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and
 - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:
 - (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring

Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

- (b) if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and
- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a

cap per Unexpected Transferring Employee of £5,000;
and

(vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

- 2.4.3 In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 19 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule 19, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 19, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 **Medical**

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided within 14 days following a Transfer Date:

1.7.1 Performance Appraisal

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons;

Any other voluntary deductions from pay;

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Shannon Sawyer

Address: MOD Abbey Wood, #1261, Spruce 2B, Bristol, BS34 8JH

Email: Shannon.sawyer100@mod.gov.uk ☎☎ 030 679 88040

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: Guy Wells

Address MOD Abbey Wood, Poplar 1A, Bristol, BS34 8JH

Email: Guy.Wells104@mod.gov.uk ☎☎

3. Packaging Design Authority Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

☎☎

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:

☎☎

(b) U.I.N. D4989C

5. Drawings/Specifications are available from: N/A

6. Intentionally Blank

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: Not Applicable

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.