



**Crown  
Commercial  
Service**

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**Call Off Order Form for Management Consultancy Services**

**For**

**SECURITY SCREENING EQUIPMENT ANALYSIS AND ADVISORY SERVICES**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Security Screening Equipment Analysis and Advisory Services under Lot 3 (Complex and Transformation) dated 04 September 2018.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	<b>con_18213; Purchase Order to follow</b>
<b>From</b>	<b>[REDACTED]</b>  Ministry of Justice  5 Wellington Place, Leeds, LS1 4AP  <b>("CUSTOMER")</b>
<b>To</b>	Atkins Limited  Woodcote Grove, Epsom, Surrey, KT18 5BW  <b>("SUPPLIER")</b>
<b>Date</b>	

### SECTION B

#### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> 13/10/2020
	<b>Expiry Date:</b>  End date of Initial Period 12/04/2021  End date of Extension Period: No extension provided  Minimum written notice to Supplier in respect of extension: N/A

## SERVICES

<b>2.1</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services)  As specified in Annex A1 (Specification) of this Call-Off
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## PROJECT PLAN

3.1.

**Project Plan:**

The Customer has provided an indicative timetable to the Supplier as per Section 5 of A1 (Specification).

Ref	Milestone	Indicative Date	Key Milestone
1	Contract / Supplier Start	12/10/2020	Yes
2	Review completion	23/10/2020	
3	Interim Analysis Report: Supplier clarification to SCT	23/10/2020	Yes
4	Supplier submission of Bidder clarifications	28/10/2020	
5	SCT dispatches clarifications to Bidder	30/10/2020	
6	Bidder deadline for response	11/11/2020	
7	Supplier and SCT review response from Bidder	18/11/2020	
8	Final Analysis Report: Supplier provides SCT judgement report	27/11/2020	Yes
9	Supplier available for ad-hoc email and telephone support	November 2020 – April 2021	

The Supplier has provided the Customer with a draft Project Plan as part of its tender response as contained in Appendix A - MoJ-Security Screening Equipment Atkins Response v1.1 submitted to the Customer on 12/10/2020.

## CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  Register of Security Engineers & Specialists Company Competence List (Explosives and Weapons Search and Detection)
<b>4.2</b>	<b>Service Levels/Service Credits:</b>  Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b>

	Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> As per Annex A1 section 8: 8.1 The Supplier shall provide the following reports on schedule or on demand by the Customer: (a) Weekly progress report: an email which includes information on the plan and actions (to be started, in progress or complete), any dependencies, risks, issues and/or assumptions
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to three (3) Working Days.

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> As contained in Appendix A - MoJ-Security Screening Equipment Atkins Response v1.1 submitted to the Customer on 12/10/2020.
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): the Call-Off Terms shall apply.

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) a) Payment transmission shall be in the form of the Customer issuing a Purchase Order and the Supplier submitting a valid invoice as per the terms of this Call Off Contract. b) Payment terms are thirty (30) days from the Authorities receipt and commissioning of Goods / Services following delivery / installation and Suppliers compliant invoice submission to the MoJ accounts payable, shared services centre. c) Value Added Tax (VAT) shall be displayed separate on any invoice and evidence of the Suppliers UK VAT payments may be requested. <b>Payment Profile</b> 1. The pricing for the fixed outcomes are to be offered on a fixed price basis as per Annex 2. This shall be on the following basis: a) Interim Analysis Report (Accepted by the Customer) – 30% of fixed price value

	<p>b) Final Analysis Report (Accepted by the Customer) – 70% of fixed price value</p> <p>2. Ad-hoc email and telephone support must be offered following the delivery of the Final Analysis Report, with clear unit of price and how advice received can be evidenced. There shall be no additional charges for ad-hoc email or telephone support during the project (from contract commencement to delivery and acceptance of the Final Analysis Report). The process is anticipated to be:</p> <ul style="list-style-type: none"> <li>a) MoJ contract lead will submit questions or required advice in writing</li> <li>b) A call may be organised between the Parties</li> <li>c) The Supplier will then provide the advice in writing and the time taken for the advice to be produced and the associated cost based on the rate card</li> </ul>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>1) Suppliers invoices shall be submitted to the following address:</p> <p style="margin-left: 40px;"><b>MoJ Shared Services</b>  <b>PO Box 741</b>  <b>Newport</b>  <b>Gwent</b>  <b>NP10 8FZ</b></p> <p>2) All invoices are subject to a three-way matching process prior to payment being made to the Supplier. The Supplier shall ensure that there is no discrepancy between the invoice lines, quantity and price from the original purchase order. Failure to submit a compliant invoice will result in the payment going on hold.</p> <p>3) All invoices submitted to the Customer must clearly state the word 'invoice' and contain the following information:</p> <ul style="list-style-type: none"> <li>i) a unique identification number (invoice number);</li> <li>ii) the Supplier's name, address and contact information;</li> <li>iii) the name and address of the department/agency in the Customer with which the Supplier is working;</li> <li>iv) a clear description of the Services, works or Goods being invoiced for;</li> <li>v) the date the Goods or service were provided;</li> <li>vi) the date of the invoice;</li> <li>vii) the amount being charged;</li> <li>viii) VAT amount if applicable;</li> <li>ix) the total amount owed;</li> <li>x) the Purchase Order number; and</li> <li>xi) the amount of the invoice in sterling or any other currency which is Approved.</li> </ul> <p>4) All invoices submitted by email must meet the following criteria:</p>

	<ul style="list-style-type: none"> <li>i) email size must not exceed 4mb;</li> <li>ii) one invoice per file attachment (PDF). Multiple invoices can be attached as separate files; and</li> <li>iii) any supporting information, backing data etc. must be contained within the invoice PDF file.</li> </ul> <p>5) Unless Approved, invoices must:</p> <ul style="list-style-type: none"> <li>i) not contain any lines for items which are not on the Purchase Order; and</li> <li>ii) replicate, as far as possible, the structure of and the information contained in the Purchase Order in respect of the number of lines, line descriptions, price and quantity.</li> </ul> <p>6) If required by the Customer, the Supplier shall:</p> <ul style="list-style-type: none"> <li>i) register and comply with any reasonable eMarketplace solution adopted for invoicing and procurement catalogues by the Customer; and</li> <li>ii) submit a structured electronic invoice in an Electronic Data Interchange or XML formats.</li> </ul>
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Duration of Call Off Contract from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: 1 month following signature of the Call Off Contract
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Permitted (subject to Change Control)

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £62,400 subject to changes as required by the Customer which will be enacted through the Change Control process.
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (as per clause 37.2.1 of the Call Off Terms); With respect to the Services to be provided (as set out in Annex A1 – Specification) the following is agreed between the Parties:  The Services to be provided by the Supplier under this Call-Off Contract are wholly dependent upon the quality of the inputs (including, above all, the accuracy of the relevant information) provided by the Customer and are provided for the purposes of independent guidance only, against which the Customer shall make its own conclusions, and assure itself that the guidance meets its requirements. The Supplier shall not be liable for any losses, claims, challenges, costs and expenses arising from any breach or alleged breach by the Customer of any UK or EU procurement regulation connected with the Customer's use or

	misuse of the Services including but not limited to, the Customer's use of the Services in connection with any future report and/or supplier selection process, or the presentation of the Services in connection with any legal challenge.
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>Professional indemnity insurance in the sum of not less than £5,000,000 (five million pounds)</p> <p>For the duration of this Call Off Contract, the Supplier shall effect and maintain or procure the maintenance of relevant insurances in accordance with the provisions of Clause 38 of the Call Off Terms, in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Call Off Contract, and any other insurances as may be required by applicable Law (together the "Insurances").</p>

## TERMINATION AND EXIT

<b>8.1</b>	<p><b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms)):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
<b>8.2</b>	<p><b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms):</p> <p>To be a period of thirty (30) Working Days as set out in Clause 42.7.1</p>
<b>8.3</b>	<p><b>Undisputed Sums Limit:</b></p> <p>In Clause 43.1.1 of the Call Off Terms</p>
<b>8.4</b>	<p><b>Exit Management:</b></p> <p>Not applied except for provisions as stated in Annex A1 relating to requirements and services to be provided following Exit</p>

## SUPPLIER INFORMATION

<b>9.1</b>	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p>The Customer Asset information is as set out in Annex A1 (Specification)</p>
<b>9.2</b>	<p><b>Commercially Sensitive Information:</b></p> <p>Any pricing information, including rates, bases of estimate and price.</p> <p>Personal data associated with individuals.</p>

## OTHER CALL OFF REQUIREMENTS



<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements <b>of Schedule 7 of the Call Off Schedules</b>
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be any period which impedes the ability of the Supplier to provide the Services specified.
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Customer’s data and information to be held in line with separate confidentiality agreement PRJ_XRBS001 and as per Annex A1 (Specification)
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: <b>5 Wellington Place, Leeds, LS1 4AP;</b> <b>[REDACTED]</b>  Supplier’s postal address and email address: <b>[REDACTED]</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b> As specified in Annex A1 (Specification) of this Call-Off and Annex A2 (Pricing)
<b>10.12</b>	<b>Call Off Tender:</b> In Call Off Schedule 16

<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> No publicity is permitted without the Customer's express and written permission
<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

<b>Contract Reference:</b>	
<b>Date:</b>	<b>13/10/2020</b>
Description of Authorised Processing	The Supplier may process Authority Data for the express purposes as set out in Annex A1 of this Call-Off. The Supplier must observe Authority Data and information security and return, or destruction requirements as set out in Annex A1.
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	Personal Data is not anticipated to be in scope of this Call-Off. Any Authority Data that the Supplier has access to is for the express purpose as set out in Annex A1 of this Call-Off.
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details

	Start date End date & reason for termination Contract type Compensation data Photographic Facial Image Biometric data Birth certificates IP Address Details of physical and psychological health or medical condition Next of kin & emergency contact details Record of absence, time tracking & annual leave
Categories of Data Subject	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  Call Off Schedule 15

## FORMATION OF CALL OFF CONTRACT

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

**For and on behalf of the Supplier:**

Name	[REDACTED]
Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

**For and on behalf of the Customer:**

Name	[REDACTED]
Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

## **Annex A1 – Specification**

### **1. Introduction**

- 1.1. The Ministry of Justice ([MoJ](#)) is in the process of running an Open OJEU tender for the supply and maintenance of Single View X-Ray Baggage Scanners for deployment in HM Prison and Probation Service ([HMPPS](#)).
- 1.2. MoJ has received bids from Bidders and has conducted an evaluation on technical and commercial responses and has identified the need for further analysis of a tender.
- 1.3. The MoJ Security Category Team (SCT) have conducted their own due diligence and clarifications however, following internal consultation, the decision has been made to obtain independent external technical and commercial analysis of the Suppliers bid.
- 1.4. This requirement is considered urgent as it is in support of a live procurement, bidders should therefore only tender on the basis that they can fulfil the requirements within the timescales stated.
- 1.5. Suppliers are reminded of the Confidentiality Agreement (Ref: PRJ\_XRBS001) signed as part of the procurement process. In the event of any breach of the Confidentiality Agreement by a Supplier the MoJ reserves its full rights to pursue the Supplier for damages resulting. The Customer also requires the Supplier to sign a conflict of interest statement.
- 1.6. The Supplier is not permitted to provide advisory or consultancy services to manufacturers, producers or re-sellers of x-ray baggage equipment which utilises the knowledge and/or information which it attains or has visibility of under this Agreement. This requirement to remain in effect from contract signature for a period of 24 months and is reflected in the Confidentiality Agreement (Ref: PRJ\_XRBS001).

### **2. Outcome required**

- 2.1. To come to a conclusion, with expert third party analysis, as to whether pricing submitted by the Supplier is justifiable and sustainable based on their technical submission and within the context of the market or whether the basis of their pricing is not justifiable.
- 2.2. Note: The Customer does not require the Supplier to make a decision on whether or not to accept or reject the tender. This decision will be taken by the Customer and will be informed by the work undertaken by the Supplier.

### 3. Requirements

3.1. The Supplier shall support the SCT in reaching the outcome sought (section 2) and will perform the following:

- a) Introductory meeting with key MoJ stakeholders to explain the background and context of the procurement in more detail and elaborate on any areas of the Specification for analysis (this document). Further information or elaboration at this meeting will not represent an opportunity for the Supplier to review or otherwise amend the pricing of its bid.
- b) Carefully review all information provided by the Customer and seek clarification where there is any ambiguity or uncertainty. In this regard, the Customer will provide the Supplier with every relevant piece of information available, to assist the Supplier in delivering the Services (the independent technical and commercial analysis of the relevant Supplier's bid) and warrant that the information is accurate to the best of the Customer's knowledge.
- c) The Supplier will appoint a lead (who may also be a technical resource) in order to manage their obligations under the Agreement ("Supplier Contract Lead") and manage Supplier resources assigned ("the Supplier Project Team").
- d) Review the tender materials including the objectives of the procurement this includes: the Procurement Strategy and the Invitation to Tender Pack (consisting of 8 documents not including the e-procurement system, Jaggaer, selection envelope criteria<sup>1</sup>). See Appendix A of this Annex for estimated document sizes.
- e) Review the Bidder's Tender including technical submission and pricing information, MoJ clarification and Bidder responses which includes responses to 37 questions including confirmation (yes/no questions) but also a number of attachments (see Appendix A of this Annex for estimated document sizes), though not all are relevant to the scope of review. Clarifications include 4 rounds of clarifications and responses (10 pages).
- f) The Supplier may request access to other Bidder information for the basis of comparison (5 other Bidders, 6 in total).
- g) Engage with the SCT and MoJ stakeholders as required keeping a documented record of the engagements. These include but may not be limited to:
  - i. Security Category Lead
  - ii. Procurement Lead
  - iii. MoJ Legal
  - iv. HMPPS Technical Lead
  - v. Project representative / evaluation panel member
- h) Present to the SCT, in written and verbal forms (Interim Analysis Report), an initial consideration of the tender based on the Supplier's expertise, recommended clarifications to the Supplier with the objective of allowing the

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<sup>1</sup> Based on the standard selection questionnaire but amended to MoJ requirements this is the first stage in evaluation (e.g. Bidding entity information, financial standing, acceptance of Terms and Conditions)

outcome to be achieved (namely an ability to make a judgement on the validity and sustainability of the pricing proposed). A rationale for why the clarification is being proposed should be included. The SCT will take a view on clarifications to be sent to the Bidder.

- i) Following a response from the Bidder the Supplier will review the responses with the SCT and will form a judgement, to be formalised in a report (Final Analysis Report), which includes, at minimum, the validity of the pricing and its sustainability but must (unless agreed by the Customer in writing) also include:
  - i. Analysis of the technical submission. This includes (but is not limited to) an analysis and recommendation on:
    - the pricing provided by the Bidder in relation to anticipated or evidenced functionality and performance
    - the price benchmarked against other Bidders technical and pricing submissions
  - ii. placing the Bidder pricing in the context by comparing to known market pricing trends over a recent period in time (e.g. 3-4 years). This analysis does not need to be Supplier specific (i.e. a direct comparison) but should show what the pricing trends in the market have been recently.
  - iii. Analysis of the maintenance regime submission including (but not limited to) an analysis and recommendation on:
    - resource levels against the Customer's requirements, the costs the Bidder is likely to incur and the pricing the Bidder has proposed
    - the modelling used for current and future levels of break-fix, the pricing provided and the sustainability of the pricing (when accounting for permitted price reviews, increases and the bidders cost and/or commercial model with provided rationale)
  - iv. An executive summary of the analysis
  - v. Recommendations or lessons learned that the Supplier has identified could be applied to future procurements of security screening equipment for the Customer's consideration

3.2. With regards to the Interim and Final Analysis Reports the Customer shall have the right to:

- a) Review the submission providing corrections, clarifications or requested amendments (the Customer shall have 3 working days to achieve this). The Customer may elect to Accept the Report at this stage, triggering a payment milestone (see 5.1).
- b) Require the Supplier to enact or respond to those actions as outlined in 3.2 (a) and submit a new version of the Report within 2 working days
- c) Review the re-submitted report, as per 3.2 (b). Should the Customer not be satisfied with the Report quality then it shall require the Supplier to follow the process again, as set out in 3.2 (b). If not, the Customer shall accept the Report, triggering a payment milestone (see 5.1).

- 3.3. The Supplier must be capable of providing the Final Analysis Report by no later than 27th November 2020 and the Customer requires the delivery of the outcomes states as soon as feasible.
- 3.4. All correspondence and documentation provided in connection with the Project and produced by the Supplier on behalf of the Customer will be marked at “Official-Sensitive” classification.
- 3.5. The Supplier will hold all information provided by the Customer or produced in relation to this Project for the Customer securely and will place controls to restrict access to only those authorised and agreed by the Customer as requiring access. All conditions as per the Confidentiality Agreement (Ref: PRJ\_XRBS001) shall continue in force throughout and following the term of the Agreement.
- 3.6. Throughout the contract the Supplier may schedule calls with stakeholders following agreement with the MoJ contract lead.
- 3.7. Following the completion of task 3.1(e) the Supplier will be available for ad-hoc telephone support for up to 6 months.
- 3.8. Following expiry of the ad-hoc support period the Supplier will return all information and data, as requested by the Customer, or provide evidence of destruction of the information / data.

#### **4. Supplier technical skills & experience**

- 4.1. In order to be able to achieve the outcome sought the Supplier:
  - a) Must have proven skills and experience in supply chain audit including the analysis of supplier pricing and cost models as applied to international suppliers.
  - b) Must have experience in x-ray baggage screening technology
  - c) Must have proven skills and experience in due diligence of tenders and bids as part of a procurement process
  - d) Must be vendor agnostic and not be associated with a particular supplier within the security goods market
  - e) Must be or have access to a registrant on the Register of Security Engineers & Specialists Company Competence List<sup>2</sup> (taking required measures to ensure confidentiality)
  - f) Must ensure all personnel in deployed to the Agreement hold a valid Baseline Personnel Security Standard<sup>3</sup>
  - g) Should have an understanding of the Public Contract Regulations and its application to the public sector / UK Government Departments

#### **5. Timescales**

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<sup>2</sup> <https://www.ice.org.uk/ICEDevelopmentWebPortal/media/Documents/Careers/specialist-registers/RSES-Company-Competence-List.pdf>

<sup>3</sup> <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>



5.1. The Supplier must be available to start the work no later than from 12/10/2020. An indicative timetable has been set out below (note: this is total time for completion not an estimation of worked days and therefore of cost).

5.2. A Key Milestone is considered by the Customer to be critical to delivery of the outcome. Changes to the date of a Key Milestone must be agreed by the Customer in writing and the Supplier must report on any risk to the Key Milestone being achieved.

Ref	Milestone	Indicative Date	Key Milestone
1	Contract / Supplier Start	12/10/2020	Yes
2	Review completion	23/10/2020	
3	Interim Analysis Report: Supplier clarification to SCT	23/10/2020	Yes
4	Supplier submission of Bidder clarifications	28/10/2020	
5	SCT dispatches clarifications to Bidder	30/10/2020	
6	Bidder deadline for response	11/11/2020	
7	Supplier and SCT review response from Bidder	18/11/2020	
8	Final Analysis Report: Supplier provides SCT judgement report	27/11/2020	Yes
9	Supplier available for ad-hoc email and telephone support	November 2020 – April 2021	

## 6. Location

6.1. Services are expected to be delivered to the Customer remotely, by default, via secure electronic means including remote business applications (e.g. Microsoft Teams), email and teleconference

6.2. Should physical meetings be required the main location shall be MoJ HQ in Leeds city centre. An alternative venue is MoJ London HQ (between Victoria and Westminster).

## 7. Availability

7.1. During the Term of the Agreement the Supplier Contract Lead shall be available to the Customer via phone or email during business hours (09:00 – 17:00, Monday to Friday excluding Bank Holidays).

## 8. Governance

8.1. The Supplier shall provide the following reports on schedule or on demand by the Customer:

- (b) Weekly progress report: an email which includes information on the plan and actions (to be started, in progress or complete), any dependencies, risks, issues and/or assumptions

## Appendix A – Estimated initial document scope

The following minimum documentation and information shall be provided by the Customer. The Customer has provided reasonable endeavours to ensure the accuracy of information supplied however the Supplier should note these are estimates and additional documentation, information and page sizes are subject to change and are considered in scope of Services required.

Other Bidder documentation (i.e. non-highest scoring Bidder) estimates are not included, the Supplier must take its own view

### 1. MoJ procurement documentation (non-exhaustive)

Folder	Doc Description	Pages
N/A	Specification	28
N/A	Request for Proposal / Invitation to tender	24
N/A	Evaluation and weightings criteria	10
N/A	Test specification evaluation	13
N/A	Pricing schedule (tabs)	5
N/A	Cyber Security	3
N/A	Financial Viability and Risk Assessment (FVRA)	
N/A	Procurement Strategy	19
N/A	Framework terms and conditions	173

N/A	e-procurement system (Jaggaer) invitation to tender project (view only)	N/A
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## 2. Highest scoring Bidder documentation

Folder	Doc Description	Pages
CE Certificate and Data Sheet	Technical Proposal	33
CE Certificate and Data Sheet	Brochure	2
CE Certificate and Data Sheet	CE Certificate	1
MOJ Spec compliance	Requirements	56
Software capability	Software capability development plan	6
User and Maintenance Manuals	Operation Manual	203
User and Maintenance Manuals	Maintenance Manual	66
Direct experience in UK	Experience with [redacted]	7
Direct experience in UK	Experience with [redacted]	7
Direct experience in UK	Direct experience in UK	2
Direct experience in UK	Experience with [redacted]	3
Direct experience in UK	Maintenance Service Contract example	18
Direct experience in UK	Supplement to contract example	3
Training Matrix	Training Matrix	2
Training Matrix	Training experience	1
Training Matrix	Labour of Sub-Contractor	1
Training Materials	Training Basic Operation	54
Training Materials	Training Advanced Operation	45
Assurance of supply	Details of services	2
Technical Support info	Technical support info	1
Technical Support info	Labour of Sub-Contractor (duplicate)	1
Maintenance support and spare parts	Maintenance support and spare parts	3
Maintenance support and spare parts	Inventory	2

First time fix	First time fix	2
First time fix	Maintenance services proposal	13
Sub-contractor management	Subcontractor management and contract terms	4
Sub-contractor management	Standard contract	15
Sub-contractor performance mgmt	Subcontractor KPI management	2
Sub-contractor performance mgmt	Subcontractor performance evaluation	2
Quality Management	Quality Management	9
Subcontractor performance failure	Subcontractor performance failure mgmt	2
Subcontractor performance failure	Subcontractor performance evaluation (duplicate)	2
Project management	Gantt chart	1
Statement of maintenance	Statement of maintenance	2
Statement of maintenance	Maintenance service proposal	13
Local technical support	Local technical support	2
Customer asset and maintenance records mgmt	Customer asset and maintenance records mgmt	1
Customer asset and maintenance records mgmt	Delivery note sample	1
Customer asset and maintenance records mgmt	Radiation survey sample	1
Customer asset and maintenance records mgmt	Scan-X critical examination	1
Statement of warranty provision	Statement of warranty provision	3
Clarification trail	Clarification trail	10
Supporting evidence	Supporting evidence (payslips)	5
Pricing Model	Pricing Model (tabs)	5
	<b>Estimated Total</b>	<b>611</b>

## **A2 – Pricing**

8.2. The pricing for the fixed outcomes (actions contained in 3.1) are to be offered on a fixed price basis as per Annex 2. This shall be on the following basis (all pricing to be exclusive of VAT)

**[REDACTED]**

8.3. Ad-hoc email and telephone support must be offered following the delivery of the Final Analysis Report, with clear unit of price and how advice received can be evidenced. There shall be no additional charges for ad-hoc email or telephone support during the project (from contract commencement to delivery and acceptance of the Final Analysis Report). The process is anticipated to be:

- d) MoJ contract lead will submit questions or required advice in writing
- e) A call may be organised between the Parties
- f) The Supplier will then provide the advice in writing and the time taken for the advice to be produced and the associated cost based on the rate card

### **Supplier Rate Card (including for ad-hoc support)**

**[REDACTED]**