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|  | Our Reference: 704049450 |
|  |  |
|  | Date: 07 June 2022 |
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Dear Sir/Madam,

Invitation To: Tender Reference Number: 704049450 - Oracle Consultant for SBA Police & SBAA (Re-Tender)

1. You are invited to tender for the Provision of Oracle Consultant for SBA Police & SBAA in accordance with the attached documentation. This is a re-tender following failed competition under reference 702763450.
2. The requirement is for oracle support services for Sovereign Base Area Police (SBAP) and Sovereign Base Area Administration (SBAA).
3. The anticipated date for the contract award decision is 18-July-2022, please note that this is an indicative date and may change.
4. You must submit your Tender to the Defence Sourcing Portal by 07-July-2022 13:00:00

Yours faithfully

Rachael Pingel

Commercial Officer (UKStratCom-Comrcl D-08)

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**Terms and Conditions**

**DEFFORM 47R (SC1A)**

Edition 12/16

**Invitation to Tender**

**Standardised Contracting Template 1A - Special Notices and Instructions to Tenderers**

1. The contents of this invitation to tender must not be disclosed to un-authorised persons and must be used only for the purposes of tendering.

2. In addition to the Notices and Instructions specified elsewhere in the Invitation to Tender (ITT) the following shall also apply:

a. Your Tender must be written in English, using Arial font size 11. Prices must be in €EUR ex VAT. Prices must be firm. Payment of any resultant contract will be made in €EUR only.

b. To assist the Authority’s evaluation, you must set out your Tender response in accordance with Annex B (Tender Evaluation Criteria).

c. Validity - Your Tender must be valid and open for acceptance for sixty (60) calendar days from the Tender return date. In addition, the winning Tender must be open for acceptance for a further thirty (30) calendar days once the Authority announces its decision to award the Contract. In the event that legal proceedings challenging the award of the Contract are instituted, before entry into Contract, you must hold your Tender open for acceptance during this period, and for up to fourteen (14) calendar days after any legal proceedings have concluded.

d. Clarifications - The Authority will automatically copy clarification questions and answers to all Tenderers, removing the names of those who have raised the clarification questions. If you wish the Authority to treat the clarification as confidential and not issue the response to all Tenderers, you must state this when submitting the clarification question and provide justification. If in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer, who will have an opportunity to withdraw the question. If the clarification question is not withdrawn, the response will be issued to all Tenderers.

e. Tender Return - The Authority may, in its own absolute discretion extend the deadline for receipt of tenders and in such circumstances the Authority will notify all Tenderers of any change.

f. Timetable - The key dates for the procurement are currently anticipated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Date and Time** | **Responsibility** | **Submit to:** |
| Issue of Invitation to Tender | Tuesday  07 June 2022 | The Authority | Defence Sourcing Portal |
| Final date for Clarification Questions/Requests for additional information | Monday  27 June 2022 13:00 EET | Tenderers | Defence Sourcing Portal |
|  |
| The Authority issues Final Clarification Answers | Thursday  30 June 2022 | The Authority | All Tenderers via the Defence Sourcing Portal |
| Tender Return | Thursday  07 July 2022  13:00 EET | Tenderers | Defence Sourcing Portal |
| Tender Evaluation | Thursday  07 July 2022 onwards | The Authority | N/A |

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**SC1A ITT Comp**

**(Edn 02/22)**

**Ministry of Defence**

**Invitation to Tender (ITT)**

**Less Complex Requirements**

**(Competitive)**

|  |
| --- |
| ITT Reference No: 704049450  ITT Title: Oracle Consultant for SBA Police & SBAA  ITT Issue Date: 07 June 2022  Due for return by (Due Date): 07 July 2022 |
| From:  MOD Commercial Branch  UK Strategic Command  Address:  Commercial Branch  C Block  HQ BFC  BFPO 53  Email: [UKStratCom-ComrclD08@mod.gov.uk](mailto:UKStratCom-ComrclD08@mod.gov.uk) |

**Invitation to Tender – Competitive**

**Notices to Tenderers**

1. You are invited to tender, in accordance with the following Conditions, for the supply of Deliverables detailed in the accompanying ITT Material. **The issue of an ITT is not a commitment by the Secretary of State for Defence - ‘the Authority’ - to place an order as a result of the tendering exercise or at a later stage. Any expenditure, work or effort undertaken prior to an offer of contract and acceptance thereof, is a matter solely for the commercial judgement of your company. The Authority reserves the right to:**

a. undertake an iterative tendering process following receipt of the tender;

b. waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority;

c. seek clarification or documents in respect of a Tenderer's submission;

d. disqualify any Tenderer that does not submit a compliant tender in accordance with the instructions in this ITT;

e. disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the PQQ or the tender process;

f. withdraw this ITT at any time, or to re-invite tenders on the same or any alternative basis;

g. choose not to award any Contract as a result of the current procurement process; and / or

h. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**Publicity Announcement**

2. Tenderers are advised that the MOD may wish to publicise the award of the Contract for the requirement described in the Schedule of Requirements in the attached Purchase Order.

3. Any Tenderer who wishes to make a similar announcement, either coincident with or subsequent to the MOD's announcement, should contact the Authority’s Representative (Commercial Officer) named in the Purchase Order. The content of any announcement a successful Tenderer may wish to make must be cleared in writing and in advance by the MOD Authority’s Representative (Commercial Officer) named in the Purchase Order who shall liaise with the MOD Security branch responsible for clearance of publicity material for open publication.

4. If the notice inviting tenders was advertised in Contracts Finder, the MOD will publish the following information on the Contract awarded unless the MOD decides that there are specific and valid reasons for not doing so:

a. Contractor’s Name;

b. Nature of the Deliverables to be supplied;

c. Award criteria;

d. Rationale for Contract award;

e. Total price of the Contract awarded.

5. Under no circumstances should a successful Tenderer(s) confirm to any third party the fact of their acceptance of an offer of Contract prior to informing the MOD of their acceptance, and / or ahead of the MOD's announcement of the award of Contract.

**Codes of Practice**

6. The attention of Tenderers is drawn to the agreements that have been reached by the MOD / Industry Commercial Policy Group (CPG) on Codes of Practice. The Codes of Practice are intended to demonstrate a commitment by the MOD and its suppliers to the establishment of better working relationships in the supply chain, based upon openness and trust. The opportunity also exists for Tenderers to advertise any subcontracts valued at over £10,000 in the Defence Sourcing Portal and further details can be obtained directly from: https://www.gov.uk/guidance/subcontract-advertising. This process is managed by the Strategic Supplier Management team who can be contacted at: DefComrclSSM-Suppliers@mod.gov.uk.

**Submission of Tender**

7. Tenderers must:

a. Sign and date Part A (but not Part C) (“Effective date”) of the Offer and Acceptance box on the Purchase Order, scan and return this as PDF, as part of their tender. The Terms and Conditions are to be kept by the Tenderer for their records.

b. Complete the Consignor Box with the name and address of the Consignor where the MOD stipulates that the Deliverables will be transported by the MOD (as defined in the Purchase Order under the Transport Instructions box).

c. Complete the Schedule to the Purchase Order by populating the Delivery Date column (if stated to do so), the Firm Price (€) Ex VAT sub columns (Per Item and Total inc. packing), finally completing the Total Firm Price at the bottom of the Schedule.

d. Sign, scan and return one copy of the tender form, at Annex A to this Invitation to Tender – Less Complex Requirements – Competitive Procurement, as a PDF, as part of their tender.

e. Provide any further information requested in this Invitation to Tender.

8. Your Tender must be submitted electronically via the Defence Sourcing Portal no later than the date and time stated above. The Authority reserve the right to reject any Tender received after the stated date and time. Hard copy, paper or delivered digital Tenders (e.g. DVD) are no longer required and will not be accepted by the Authority. You must provide one priced copy of your Tender and one unpriced copy. You should ensure that there are no prices present in your unpriced copy.

9. You must ensure that your completed SC1A ITT Comp Annex A is signed, scanned and uploaded to the Defence Sourcing Portal, with the SC1A Purchase Order and Schedule of Requirements as a PDF. Your Tender must be compatible with MSWord and other MSOffice applications.

10. Tenderers must ensure they are registered on the Defence Sourcing Portal in order to submit their Tender response. A supplier registration guide and a supplier user guide is available on the Defence Sourcing Portal landing page.

11. The Defence Sourcing Portal is security accredited to OFFICIAL-SENSITIVE. Material that is protectively marked above this classification must not be uploaded. Please contact [UKStratCom-ComrclD-08@mod.gov.uk](mailto:UKStratCom-ComrclD-08@mod.gov.uk) if you have a requirement to submit documents above OFFICIAL SENSITIVE.

12. You must not upload any ITAR or Export Controlled information as part of your Tender or ITT documentation into the Defence Sourcing Portal. You must contact [UKStratCom-ComrclD-08@mod.gov.uk](mailto:UKStratCom-ComrclD-08@mod.gov.uk) to discuss any exchange of ITAR or Export Controlled information. You must ensure that you have the relevant permissions to transfer information to the Authority.

13. If you have any difficulty accessing the Defence Sourcing Portal or if you have any questions with regards to the tendering exercise itself, please contact the MOD Commercial Officer named above.

14. Any request for an extension of the period for tendering must be submitted on the DSP at least four (4) Business Days before the tender return date. Any extension will be at the sole discretion of the Authority and if granted will be granted to all Tenderers. All correspondence connected with your tender which requires attention before the tender return date, or communications stating that no tender will be submitted, must be submitted on the DSP. **This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of tender details can take place.**

15. **No useful purpose is served by enquiring about the result of this ITT.** Tenderers will be notified of the Authority’s decision as early as possible.

**Formation of Contract**

16. Once the evaluation process has been completed, the Tenderers will be notified of the outcome of the competition and the name of the successful Tenderer. The Authority’s Representative (Commercial) stipulated on the Purchase Order will accept the successful tender by signing and dating Part B of the Offer and Acceptance box of the Purchase Order and dating Part C to signify the Effective Date i.e. the date of the Contract. The Effective Date shall be no earlier than the date of acceptance of the tender and shall allow a reasonable time for the acceptance to be communicated to the Contractor. One copy of the completed Purchase Order will then be returned to the Contractor to be attached to their copy of the Terms and Conditions.

**Instruction to Tenderers**

1.**Small and Medium-sized Enterprises** The Authority is committed to supporting the Government’s small and medium-sized enterprise (SME) policy, and we want to encourage wider SME participation throughout our supply chain. 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.

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](https://www.smallbusinesscommissioner.gov.uk/ppc/).

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](https://www.gov.uk/) and the DSP.

2. **Price** In order to facilitate the comparison of tenders, the prices quoted for the Deliverables and Packaging must reflect the terms of the Purchase Order and be set out in strict accordance with the requirements of the Schedule to Purchase Order.

3. **Orders for Parts of the Tender** The Authority reserves the right, **unless the Tenderer expressly states that parts of the tender may not be accepted separately in their tender**, to order some or all of the Deliverables stated in the Schedule to the Purchase Order.

4. **Alternative Conditions** The Tenderer shall comply with the notices and instructions set out in this ITT and submit a tender compliant with the MOD Terms and Conditions for Less Complex Requirements. Any offer made subject to additional or alternative contractual conditions will not be considered and will be rejected on the grounds of those conditions alone.

5. **Tender Evaluation** The tender evaluation shall be carried out in accordance with the Evaluation Criteria stated in the ITT tender documentation. **The Authority can only evaluate those things stated in your tender.**

6. **Alteration to Purchase Order** Any alteration to the Purchase Order suggested by the Tenderer e.g. an alternative Delivery offer, should be effected by striking through the original entry and inserting the alternative adjacent to it. The Tenderer's attention is, however, drawn to paragraphs 3 to 5 above.

7. **Completion of Tender**

a. In the event of a Deliverable appearing more than once in the attached Schedule of Requirements, whether separately or as part of an assembly, the Tenderer is requested to quote on the basis of the total quantity for that Deliverable.

b. The Tenderer should ensure that their tender is clear and in a form, which will allow the Authority to take copies for evaluation purposes.

8. **Tenders for Selected Deliverables** Tenders need not necessarily be for all the Deliverables listed in the Schedule to the Purchase Order. The words “No Tender” should be inserted in the price column against items for which no offer is made.

9. **Bid Costs** The Tenderer will bear all costs associated with preparing and submitting their Tender. If the Tender process is terminated or amended by the Authority, the Tenderer will not be reimbursed.

10. **ITT Material**

a. ITT Material means information (including for example, drawings, handbooks, manuals, instructions, specifications and notes of pre-tender clarification meetings, in whatever form or medium, patterns and samples) issued to you by the Authority or on its behalf, or to which you have been given access, for the purposes of responding to this ITT. ITT Material remains the property of the Authority or other owners and is released solely for the purpose of tendering. The Tenderer shall notify the Authority’s Representative (Commercial Officer) without delay if any additional ITT Material is required for the purpose of tendering. The Tenderer shall be responsible for the safe custody and due return of ITT Material, and shall be responsible for all loss or damage sustained while in their care, and until re-delivered to the Authority.

b. **Destruction of ITT Material** You must immediately confirm destruction of (or in the case of software, that it is beyond use) 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.

c. **Intellectual Property Rights in ITT Material** The Intellectual Property Rights in ITT Material may belong to the Authority or a third party. The ITT Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the tender, without the prior written approval of the Authority. If the Tenderer discloses the ITT Material other than to employees involved in the tender preparation, or uses the ITT Material other than for the purpose of tendering, the Authority, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

d. **Confidentiality Agreements** Some or all of the ITT Material issued in connection with this ITT may already be the subject of Confidentiality Agreements. The provisions of such agreements are in addition to, and not in substitution for, any obligations arising from receipt of or access to ITT Material under the terms of this ITT, and the provisions of sub-paragraphs 10.a - c above.

11. **Samples**

a. Where it is indicated in Annex B that samples may be required for evaluation, the Tenderer must be prepared to submit them without charge. Samples should be clearly labelled with the following particulars:

(1) The Tenderer's name and address.

(2) The ITT Reference Number and tender return date.

(3) Description and Item Number as shown in the Schedule to the Purchase Order.

b. The Authority shall retain all samples for twelve (12) months. After this period the Authority shall destroy the samples unless you specifically state you require their return. The sample of any subsequent contracts shall be kept indefinitely.

12. **Notification of Inventions etc.**

a. The Tenderer acknowledges that their prices shall include the use of any intellectual property rights which they own or control to the extent that their use is required for the performance of any resultant Contract. The Tenderer also acknowledges that their prices include subsequent use by the Authority of anything delivered under the Contract.

b. In their tender the Tenderer shall notify the Authority of:

(1) any invention or design the subject of patent or registered design rights (or application therefore) of which the Tenderer is aware , and;

(2) any other restriction (including any export requirement or restriction) as to disclosure or use or obligation to make payments in respect of intellectual property (including technical information) to which the Tenderer is subject, and;

(3) any allegation of infringement of intellectual property rights made against the Tenderer;

which pertains to or appears to be relevant to the performance of any resultant Contract or to subsequent use by the Authority of anything required to be done or delivered under any resultant Contract.

c. The Tenderer shall, at the request of the Authority, give the Authority particulars of every restriction and obligation referred to in sub-paragraph 12.b.(2). above.

d. If the information required under this Paragraph 12 has been provided previously, the Tenderer may satisfy these requirements by giving details of the previous notification.

13. **Ozone Depleting Substances The** Tenderer must state whether the Contractor Deliverables or any item provided in accordance with the Terms and Conditions of the Contract (including Packaging) use Substances that deplete the Ozone Layer, as defined in Regulation (EC) 1005/2009, as it applies in Great Britain as retained EU law, and as it applies in Northern Ireland directly.

14. **Hazardous Deliverables and Substances** It is a condition of this ITT that where the ITT calls for, or the Tenderer proposes, the use of Hazardous Deliverables or substances, the Tenderer shall provide with their tender a completed Safety Data Sheet in accordance with Clause 9 of the Terms and Conditions. Failure to comply fully with this condition may result in the tender being deemed non-compliant thus rendering it ineligible for further consideration by the Authority.

15. **Elimination Of Asbestos** It is a condition of this ITT that the Deliverables shall not incorporate asbestos of any kind. The Tenderer will confirm this by signing and returning the tender form at Annex A to this ITT as part of their tender.

16. **Transparency, Freedom of Information and Environmental Information Regulations**

a. Tenderers should be aware that, if they are awarded the Contract, the content of the Contract may be published by the MOD to the general public in line with government policy set out in the Government’s Transparency Principles.

b. Before publishing the Contract, the MOD will redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (“the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).

c. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MOD policy on FOIA and EIR can be found on Knowledge in Defence (KiD) (https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm click on "Commercial Toolkit" then "MOD Commercial Management" then "Freedom of Information").

d. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the appropriate Tenderer’s Sensitive Information box in the Purchase Order, explaining which parts of their Tender they consider to be sensitive or confidential. Tenderers are also requested to include in the box the details of a named individual who may be contacted with regard to this information.

e. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MOD lies with the MOD. Tenderers are advised to give as much detail as possible on the Form. It is highly unlikely that a contract will be exempt from disclosure in its entirety. Should the MOD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

17. **Consultation with Credit Reference Agencies** The Authority may consult credit reference agencies to assess the creditworthiness of a Tenderer. Information on creditworthiness may be used by the MOD to support and influence decisions to enter into business with a Tenderer.

18. **Conflicts of Interest**

a. MOD policy states that it is sometimes in the MOD’s wider business interests to allow suppliers to operate on both the client and supply side. Conflicts of Interest (CoI) can occur outside of direct commercial relationships between the MOD and its suppliers and therefore all personnel involved in acquisition (both Authority and Tenderer) should be familiar with the Conflicts of Interest Commercial Policy Statement (CPS).

b. Accordingly, Tenderers shall notify immediately the Authority of any current or potential CoI relating to the requirement and shall give particulars of every instance.

c. Where the Authority permits the Tenderer or any entity within the Tenderer’s potential supply chain or any entity providing advisory services to the Tenderer or its potential supply chain to work on both the client and supply side, the Contractor shall, as a legally binding agreement or Condition of Contract, be required to:

(1) Adopt a formally agreed, legally binding, Compliance Regime (CR) between the Authority and the Contractor. This shall include but not be limited to:

(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 (NDA’s)(e.g. DEFFORM 702);

(f) The Authority rights of audit;

(g) Physical and Managerial separation.

(2) Identify potential or actual Conflicts of Interest;

(3) Investigate breaches.

19. **Canvassing** Any Tenderer who directly or indirectly seeks to persuade any officer, member, employee, or agent of the MOD concerning this procurement except by responding to this ITT or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent of the MOD concerning any other Tenderer, tender or proposed tender concerning this procurement before the end of the selection process will be disqualified from consideration for this procurement.

20. **Collusive Behaviour** The Tenderer’s attention is drawn to the requirements of the Competition Act 1998, Part 1. Any Tenderer found to have been part of a ‘Concerted Practice’ or ‘Agreement’, the purpose of which was to prevent, restrict or distort competition, shall be disqualified from consideration from this procurement. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

21. **Bribery** Any Tenderer who offers to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done, any act or omission concerning this tender shall be disqualified. Disqualification will be without prejudice to any to any civil remedy available to the Authority or criminal liability which the conduct of the Tenderer may attract.

22. **Authority Remedies for Breach of Contract** Tenderers should be aware of the contractual remedies set out at Clause 17 of the Terms and Conditions of the Contract which may apply in the event of a breach of contract by the Contractor. Damages for breach of contract are not limited under the Contract. However Tenderers should also note under Clause 17 that in exercising its rights and remedies under the Contract the Authority must act in a reasonable and proportionate manner having regard to the nature and consequences of the breach of contract. If Tenderers are unsure about the potential liability under the Contract, they should seek advice as appropriate.

23. **Confidential Information.** 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 and related aspects of good procurement practice.

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. The information will not be disclosed outside Government. Contractors taking part in this competition must identify any sensitive material in the DEFFORM 539A and consent to these terms as part of the competition process.

**Annex A**

**SC1A ITT Ref No 704049450**

**Ministry of Defence**

**TENDER**

**To the Secretary of State for Defence (hereinafter called "the Authority")**

The undersigned Tenderer having read the Invitation to Tender – Less Complex Requirements – Competitive Procurement and accompanying Conditions of Contract, offers to supply the Deliverables (to the extent which the Authority may determine in ordering the Deliverables) at the price or prices and at the time or times stated and in accordance with any drawings and / or specifications stated in the Purchase Order and subject the above mentioned MOD Terms and Conditions.

The following additional information is provided:

|  |  |
| --- | --- |
| **Notification of Inventions** | |
| Please state below details invention or design, other restriction and any allegation of infringement specified in Paragraph 12.b and 12.d (continue on a separate sheet if necessary).  **[SUPPLIER TO POPULATE]** | |
| **Ozone Depleting Substances** | |
| Please state below details of the use of substances specified in Paragraph 13, or state “NIL RETURN” (continue on a separate sheet if necessary).  **[SUPPLIER TO POPULATE]** | |
| **Asbestos** | |
| By signing this Offer, the Contractor confirms that the Deliverables do not incorporate asbestos as specified in Paragraph 15 | |
| **Premises where Contract will be performed (if applicable)** | |
| The Deliverables, or any part of them supplied under this Contract resulting from this Tender will be manufactured and or bought in from premises detailed below:    **[SUPPLIER TO POPULATE]** | |
| **Value of Tender (excluding VAT)** | |
| Total cost of Deliverables, including packaging, required computed at the Tenderer's quoted price €**[SUPPLIER TO POPULATE]**      Total value of tender (to be repeated below in WORDS)  €**[SUPPLIER TO POPULATE]**    (WORDS:**[SUPPLIER TO POPULATE]**) | |
| **Value Added Tax** | |
| If registered for Value Added Tax purposes, please insert    a.        Registration No: **[SUPPLIER TO POPULATE]**    b.        Total amount of Value Added Tax payable on this tender (at current rate(s)) €**[SUPPLIER TO POPULATE]** | |
| **Transparency** | |
| Should the Tenderer be awarded a Contract resulting from this tender, it understands that the Authority may publish the content of the Contract to the general public. The Sensitive Information which forms part of the Purchase Order is completed to assist the Authority in applying the appropriate exemptions in the FOIA and the EIR. | |
| 1. We certify that the offer made in connection with the above tender 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 person,  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.  2. We understand that any instances of illegal cartels, market sharing arrangements or other anti-competitive practices, suspected by the Ministry of Defence 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.  3. We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.  4. 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 Information in DEFFORM 539A. | |
| **Dated this  [SUPPLIER TO POPULATE] day of [SUPPLIER TO POPULATE] Year [SUPPLIER TO POPULATE]** | |
| **Signature: [SUPPLIER TO POPULATE]**  **In the capacity of [SUPPLIER TO POPULATE]**                                         (State official position e.g. Director, Manager, Secretary etc.) | |
| **Name:** (in BLOCK CAPITALS)  **[SUPPLIER TO POPULATE]**    **duly authorised to sign this tender for and on behalf of:**  **[SUPPLIER TO POPULATE]**    (Tenderer's Name) | **Postal Address:**  **[SUPPLIER TO POPULATE]**      **Telephone No: [SUPPLIER TO POPULATE]**    **Email: [SUPPLIER TO POPULATE]** |

**Annex B**

**SC1A ITT Ref No 704049450**

**Ministry of Defence**

**Tender Evaluation Criteria**

**Absolute Tender Evaluation Using Value for Money (VfM) Index MEAT Methodology**

This section details how your Tender will be evaluated.

The Tender evaluation will assess the Most Economically Advantageous Tender (MEAT) using the VfM index based on the following calculation:

Evaluation Score = Total Technical Score

Total Price

The Tenderer with the highest VfM Index Score will be the Winning Tenderer and awarded any resultant contract.

If multiple Tenderers achieve the exact same VfM Index Score, then the Tenderer with the lowest Total Price will be the Winning Tenderer. If multiple Tenderers achieve the exact same VfM Index score and have the exact same Total Price, then The Authority reserves the right to request those, and only those, Tenderers to submit final and best Total Prices, with the lowest final and best Total Price considered to be the Winning Tenderer.

Any Tender which is considered non-compliant for any Tender Compliance, Technical or Commercial criteria will be excluded from the competition and not receive an Evaluation Score.

Tenderers will be evaluated based on the contents of their Tender response only. Technical Evaluation will be undertaken independently from Tender Compliance and Commercial Evaluations. Technical evaluators will have no knowledge of associated prices.

Should any exclusions, assumptions, dependencies, or caveats apply to your Tender or any of the goods and/or services that you would provide when delivering the requirements, these should be clearly indicated in the relevant areas of the Tender.

Tenderers must submit their tender response in accordance with this Annex B and in conjunction with the guidance contained on the DSP.

**Tender Compliance Evaluation**

Tenderers are required to complete and return the mandatory documentation and information set out in Defence Sourcing Portal. The Tender Compliance will assess if:

* The Tender was received by the due date and time
* Tender Offer Annex A has been accurately completed and submitted
* Purchase Order has been accurately completed and submitted
* Schedule of Requirements has been completed and submitted
* All Terms & Conditions have been accepted

· Tender validity period confirmed

If a Tenderer does not provide any of the above listed items, they may be considered non-compliant and evaluation cease.

The Authority reserves the right to undertake a financial health check of Tenderers as part of the Tender Compliance Evaluation. The Authority reserves the right to exclude Tenderers if there are concerns over their financial health.

**Technical Evaluation**

The Technical Evaluation will assess how much confidence the Tender gives the Authority, that the Tenderer can deliver the services detailed in the Statement of Requirements.

The Technical Evaluation will allocate points to a set of evaluation criteria. These criteria are also weighted, with the points allocated to each individual criterion being multiplied by the associated weight to give a score for that individual criterion. The weighting against the criteria questions reflects the relevant importance of the requirement.

Tenderers must achieve the minimum acceptable quality score for each of the technical questions. Those who do not will be deemed non-compliant and will not move forward to the price evaluation.

The points, weightings, and scores available for each criterion are listed in the Technical Evaluation Questions below.

**Commercial Evaluation**

The Commercial Evaluation will assess the Total Price the Tenderer has offered to deliver all the requirements set out in the Statement of Requirement’s.

Prices should be provided for each item listed in the DSP Commercial Envelope – Schedule of Requirements.

The Total Price figure that will be used for the purposes of evaluation shall be the total figure calculated from the total of the line-item prices submitted by the Tenderer in the DSP Commercial Envelope.

**Consensus Marking**

The technical evaluation will be a two-step process comprising of an independent evaluation followed by a group consensus marking

During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Tenderers in their submission. Each evaluator will then allocate a mark for the answer in accordance with the scoring scheme applicable to that question.

Once the independent evaluation process has been completed a group consensus marking meeting shall be held, during which the evaluators will discuss the independent marks until a consensus is reached and an agreed moderated score shall be attributed to each Tenderers’ answer to the questions. The agreed moderated scores will produce the Total Technical Score.

**Value for Money Index Example**

Below is an example for illustrative purposes:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Tender | Non-cost score | Cost (Total Bid Price) £ | VFM Index | Rank |
| A | 62 | 20 | 3.10 | 3 |
| B | 85 | 24 | 3.54 | 1 |
| C | 100 | 29 | 3.44 | 2 |

**Non-Competitive Value for Money Analysis**

In the event that only one Tender is received, the Authority reserves the right to consult the MOD Cost Assurance and Analysis Team in order to conduct an independent Value for Money Assessment.

**Technical Evaluation Questions**

Contents and Weighting Summary

|  |  |  |  |
| --- | --- | --- | --- |
| **Heading** | **Question Number** | **Weighting** | **Minimum Pass Score** |
| Development and Analysis Experience in Oracle Based Systems | 1 | Pass / Fail | N/A |
| Training for SBAP and SBAA System Administrators and Database Managers | 2 | Pass/Fail | N/A |
| Work Experience with Similar Systems | 3 | 30% | 30 |
| Contract Support & Services | 4 | 30% | 70 |
| Oracle Tools knowledge | 5 | 40% | 70 |
| Total |  | 100% |  |

|  |  |
| --- | --- |
| **CONFIDENCE LEVEL** | **GRADE** |
| High Confidence | 100 |
| Confidence | 70 |
| Concerns | 30 |
| Major Concerns | 0 |

**Question 1 – Development and Analysis Experience in Oracle Based Systems**

**Background**: The SBA Police, based on an approved programme of work, constantly develops new applications, enhances existing applications and fixes all faults. It is imperative that the Contractors designated consultant(s) have sound knowledge in analysis and development in Oracle based systems.

**Aim**: To select a Contractor that can provide evidence of the knowledge and experience in the development and analysis of Oracle based systems.

**Response Required:** To prove with evidence that the designated consultant(s) possess the necessary knowledge and at least 5 years’ experience in analysis and development of Oracle based systems. This is to be evidenced through work history of the designated consultant(s). The Contractor must also provide contact details of customers/organisations who received such support, who SBAP can contact for references.

|  |  |
| --- | --- |
| **Mark** | **Attributes** |
| **Pass** | Contractor has demonstrated required work experience of at least 5 years through work history and provided contact details for references. |
| **Fail** | Contractor has not demonstrated required experience  and/or  Contractor has not provided references  and/or  References provided have not confirmed previous works carried out by the Contractor. |

**Question 2 – Training for SBA Police and SBAA System Administrators and Database Managers**

**Background:** The SBA Police and SBAA, based on an approved programme of work, constantly develop new applications, enhance existing applications and fix all faults. It is imperative that the designated consultant(s) can train and develop SBA Police and SBAA system administrators and database managers in the use of Oracle based systems.

**Aim:** To select a Contractor that can provide training and impart knowledge and experience to the candidate for their development and knowledge of Oracle based systems.

**Response Required:** To prove with evidence that the designated consultant(s) possess experience in training system administrators and database managers. The Contractor must also provide contact details of customers/organisations who received such training, who SBAP can contact for references.

|  |  |
| --- | --- |
| **Mark** | **Attributes** |
| **Pass** | Contractor has demonstrated required training experience and provided contact details for references. |
| **Fail** | Contractor has not demonstrated required experience  and/or  Contractor has not provided references  and/or  References provided have not confirmed previous works carried out by the Contractor. |

**Question 3 – Work Experience with Similar Systems**

**Background:** All police systems are based on legislation policies. It is important that the successful Contractor has knowledge of relevant policies so that they are able to start working and provide support from contract start.

**Aim**: To select a Contractor that can demonstrate knowledge and experience on developing police systems or can demonstrate how they can provide such service by contract start.

**Response Required:** Evidence of experience working within a police system or government department. Where this cannot be demonstrated the Contractor must evidence how they would work to become familiar with relevant legislation policies (refer to Statement of Requirements) to allow them to commence work on the contract start date.

|  |  |
| --- | --- |
| **Mark** | **Attributes** |
| **High Confidence** | The Contractor has demonstrated prior experience working with a police system and good knowledge of relevant legislation policies. |
| **Confidence** | The Contractor has demonstrated prior experience working with a government system and knowledge of relevant legislation policies. |
| **Concerns** | The Contractor does not have prior experience working with police/government system; however, they have clearly demonstrated an understanding of relevant legislation policies and provided a plan of how they will ensure knowledge is gained prior to contract start date. |
| **Major Concerns** | Insufficient information has been provided to warrant a higher mark. |

**Question 4 – Contract Support & Services**

**Background:** The SBA Police system is a mission critical system used on a 24/7 basis 365 days a year holding necessary data (such as pending warrants, etc.) required in the day to day running of operational policing.

**Aim**: To select a Contractor that can assure a response within three (3) hours (24/7, 365 days a year), via telephone for system support or via attendance on site to deal with any significant failures. Significant failures are those that cause interruption of the use of the SBA Police System.

**Response Required:** Commitment from the Contractor that the designated qualified consultant(s) shall be made available to provide support via telephone or site visit where required within 3 hours.

|  |  |
| --- | --- |
| **Mark** | **Attributes** |
| **High Confidence** | The Contractor has confirmed they are able to cover 24/7, 365 days a year and provided a clear process demonstrating how system failures will be processed and handled. Contingency planning has been provided. |
| **Confidence** | The Contract has confirmed they are able to cover 24/6 (excluding Sundays), 313 days a year and provided a clear process demonstrating how system failures will be processed and handled. Contingency planning has been provided. |
| **Concerns** | The Contractor has confirmed they are able to cover 365 days a year, but they are only able to support normal business hours (not 24/7). A clear process demonstrating how system failures will be processed and handled has been provided including contingency planning. |
| **Major Concerns** | The Contractor cannot provide the required service  And/or  Has not provided a clear process demonstrating how they will process and deal with system failures.  and/or  Contingency planning to ensure operational output has not been provided. |

**Question 5 – Oracle Tools knowledge**

**Background:** The SBA Police, based on an approved Programmed of Work, constantly develops new applications, enhances existing applications and fixes all faults. (Faults are malfunction of the system or weaknesses to capture and/or produce data). Additionally, database fixes and new installations and configuration. It is imperative that the designated Consultant(s) has sound knowledge of developer tools 11G

**Aim**: To select a Contractor that can provide evidence of the knowledge of Oracle Developer tools 11G to allow them to support SBA Police and SBAA.

**Response Required:** To prove with evidence that the designated consultants possess the necessary knowledge and experience of the Oracle Developer tools 11G. The Contractor must also provide contact details of customers/organisation’s who received such support, who SBAP can contact for references.

|  |  |
| --- | --- |
| **Mark** | **Attributes** |
| **High Confidence** | At least 5 years with Oracle Developer tools 11G and references have been provided. |
| **Confidence** | At least 3 years with Oracle Developer tools 11G and references have been provided. |
| **Concerns** | At least 2 years with Oracle Developer tools 11G and references have been provided. |
| **Major Concerns** | No experience with Oracle Developer tools and no references  and/or  References provided have not confirmed previous works carried out by the Contractor |

**Standardised Contracting Terms**

**SC1A**

(Edn 02/22)

**1 Definitions - In the Contract:**

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

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

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

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

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

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

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

**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;

**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;

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

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

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

**Sensitive Information** means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

**2 General**

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

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

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

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

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

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

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

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

**3 Application of Conditions**

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

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

**4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

**5 Transparency**

a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

(1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including Sensitive Information;

(2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

**6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party’s representative, and to the address set out in the purchase order;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is the recipient’s Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient’s time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient’s time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

**7 Intellectual Property**

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

**8 Supply of Contractor Deliverables and Quality Assurance**

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor’s skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

**9 Supply of Data for Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority’s representatives in the manner and format prescribed in the purchase order:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

(1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority’s representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

**10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

**11 Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

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

**13 Progress Monitoring, Meetings and Reports**

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

**14 Payment**

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

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

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

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

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

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

**15 Dispute Resolution**

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

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

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

**16 Termination for Corrupt Gifts**

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

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

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

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

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

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

**17 Material Breach**

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

**18 Insolvency**

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

**19 Limitation of Contractor’s Liability**

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor’s failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor’s negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

**DEFCON 076 (SC1)**

DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments

**DEFCON 503 (SC1)**

DEFCON 503 (SC1) (Edn. 07/21) - Formal Amendments To Contract

**DEFCON 531 (SC1)**

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

**DEFCON 532A (SC1)**

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

**DEFCON 534**

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

**DEFCON 538**

DEFCON 538 (Edn. 06/02) - Severability

**DEFCON 566**

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

**DEFCON 646**

DEFCON 646 (Edn. 10/98) - Law and Jurisdiction (Foreign Suppliers)

**General Conditions**

**Third Party IPR Authorisation**

AUTHORISATIONBY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

**Payment Terms**

Payment will be made in arrears following acceptance of task delivery report by the Designated Officer.

**21 The special conditions that apply to this Contract are:**

**VAT**

British Forces Cyprus is exempt from payment of VAT on goods or services received in Cyprus for their official use. Therefore, all prices quoted are Zero rated.

**Insurance**

The Contractor shall at all times hold adequate Insurance for his obligations under this Contract. In particular, and without prejudice to the generality of the above, insurance that will cover risks of claims for the following:

* Death of, or injury to any third party occasioned through accident involving any vehicle/s supplied under this Contract
* Loss of, or damage to third party property caused through accident involving any vehicle/s supplied under this Contract.
* Death of, or injury to any authorised personnel being carried in the vehicle/s supplied under this Contract

 The Contractor shall not sub-contract its obligations to provide Services under the Contract unless itis satisfied that the Sub-contractor holds adequate Insurance against liability arising from negligent performance of such Services.

**Applicability of UK Legislation**

Where this document makes reference to UK legislation and the legislation does not apply in the Sovereign Base Areas, the Contractor shall take it as meaning that they are contracted to operate as if the standards quoted do apply. This is subject to Contractor’s personnel complying with the local laws.

It is the responsibility of the Contractor to ensure that the activities under the Contact do not breach any local laws.

The Contractor is to indemnify the Authority against any liability cause by the activities of the Contractor’s personnel breaching local laws.

**Contractors Personnel**

All employees of the Contract and/or any sub-contractor engaged in connection with the Contractor’s performance of its obligation under the Contract shall be appropriately qualified and competent to perform the activities in which they are engaged and shall be in all respect acceptable to the Authority.

If the Authority shall consider any employee to be unacceptable then the Authority will call a meeting within three (3) days of any notification relating to the Contractors employees, to be held at the Authority’s premises with senior representation from the Contractor. Following this meeting the Contractor shall immediately take such action as agreed to resolve the issues and notify the Authority of the outcome as necessary.

The contractor shall ensure that there shall be no conflict for the employees between the demands of this Contract and the demands of any other Contract in which these employees may be engaged on from time to time.

The Contractor shall be responsible for the observance by himself, his employees and sub-contractors, of all safety precautions necessary for the protection of himself, his employees, sub-contractors and any other persons including all precautions required to be taken by or under any Act of Parliament including regulation or bye-law of any local or other authority. He shall operate fully with the Authority to ensure the proper discharge of these duties.

**Language of the Contract**

English shall be the language of the Contract and all documentation or information required or produced during the Contract, including in connection with the Contractor’s performance of its obligations under the Contract.

All other correspondence shall be in English.

For the avoidance of doubt the Contractor shall be responsible for any translation/interpretation costs.

**Use of Contract**

The Authority will utilise services offered under the Contract on a call-off basis. The Authority is under no obligation to utilise services under this contract and estimated quantities have been provided for information only.

The Authority reserves the right to purchase these services from other sources.

Hours cannot be carried forward if they are not utilised within their allocated contract year.

**Schedule 1 - Additional Definitions of Contract**

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| BFC | Means British Forces Cyprus |
| DO | Means Designated Officer |
| SBAA | Means Sovereign Base Areas Administration. |
| SBAP | Means Sovereign Base Areas Police |
| SME | Means Subject Matter Expert |

**PURCHASE ORDER**

**SC1A PO**

**(Edn 02/22)**

**Contract No:** 704049450

**Contract Name:** Oracle Consultant for SBA Police & SBAA

**Dated:** 07 June 2022

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

|  |  |
| --- | --- |
| **Contractor** | **Quality Assurance Requirement (Clause 8)** |
| Name:  **[SUPPLIER TO POPULATE]**  Registered Address:  **[SUPPLIER TO POPULATE]** |  |

|  |  |
| --- | --- |
| **Consignor (if different from Contractor’s registered address)** | **Transport Instructions (Clause 10)** |
| **Name:**  **[SUPPLIER TO POPULATE]**  Address:  **[SUPPLIER TO POPULATE]** | Select method of transport of Deliverables    To be Delivered by the Contractor  [Special Instructions]  To be Collected by the Authority  [Special Instructions]  Each consignment of the Deliverables shall be accompanied by a delivery note. |

|  |  |
| --- | --- |
| **Progress Meetings (Clause 13)** | **Progress Reports (Clause 13)** |
| The Contractor shall be required to attend the following meetings:  Subject: Supplier performance review  Frequency: To be held every 6 months  Location: To be held in remotely or at SBAP HQ Episkopi | The Contractor is required to submit the following Reports:  Subject: Oracle Consultancy Report  Frequency: Within 7 calendar days of completing of a task  Method of Delivery: Email  Delivery Address: [SBAPOLICE-ITOffr@mod.gov.uk](mailto:SBAPOLICE-ITOffr@mod.gov.uk) |

|  |
| --- |
| **Payment (Clause 14)** |
| **Payment is to be enabled by CP&F.** |

|  |  |
| --- | --- |
| **Forms and Documentation** | **Supply of Hazardous Deliverables (Clause 9)** |
| Forms can be obtained from the following websites:  <https://www.aof.mod.uk/aofcontent/tactical/toolkit>  (Registration is required).  <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>  <https://www.dstan.mod.uk/>  (Registration is required).  The MOD Forms and Documentation referred to in the Conditions are available free of charge from:  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 email:  [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)  If you require this document in a different format (i.e. in a larger font) please contact the Authority’s Representative (Commercial Officer), detailed below. | A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:  a. The Commercial Officer detailed in the Purchase Order, and  b. [DESTECH-QSEPEnv-HSISMulti@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMulti@mod.gov.uk)  by the following date: 23 March 2022  or if only hardcopy is available to the addresses below:  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 |

|  |
| --- |
| **Contractor Sensitive Information (Clause 5). Not to be published.**  This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information. |
| Description of Contractor’s Sensitive Information:  **[SUPPLIER TO POPULATE]** |
| Cross reference to location of Sensitive Information:  **[SUPPLIER TO POPULATE]** |
| Explanation of Sensitivity:  **[SUPPLIER TO POPULATE]** |
| Details of potential harm resulting from disclosure:  **[SUPPLIER TO POPULATE]** |
| Period of Confidence (if Applicable):  **[SUPPLIER TO POPULATE]** |
| Contact Details for Transparency / Freedom of Information matters: **[SUPPLIER TO POPULATE]**  Name:  Position:  Address:  Telephone Number:  E-mail Address: |

|  |  |
| --- | --- |
| **Offer and Acceptance** | |
| A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 60 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).  Name (Block Capitals): **[SUPPLIER TO POPULATE]**  Position: **[SUPPLIER TO POPULATE]**  For and on behalf of the Contractor  Authorised Signatory ………………………………..  Date: **[SUPPLIER TO POPULATE]** | B) Acceptance  Name (Block Capitals):  Position:  For and on behalf of the Authority  Authorised Signatory ………………………………..  Date: |
| **C) Effective Date of Contract:** | |

**SCHEDULE OF REQUIREMENTS FOR THE PROVISION OF ORACLE CONSULANT FOR SBA POLICE & SBAA**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverables** | | | | |
| **Item No** | **Description** | **Estimated**  **Quantity** | **Firm Price (€) ex VAT** | |
| **Per Item** | **Total inc. packaging and delivery** |
| **1** | Hourly Rate for the provision of oracle support for SBAP/SBAA for Year 1  (01 August 2022 – 31 July 2023) | 240 | **[SUPPLIER TO POPULATE]** | **[SUPPLIER TO POPULATE]** |
| **2** | Hourly Rate for the provision of oracle support for SBAP/SBAA for Year 2  (01 August 2023 – 31 July 2024) | 240 | **[SUPPLIER TO POPULATE]** | **[SUPPLIER TO POPULATE]** |
| **3** | Hourly Rate for the provision of oracle support for SBAP/SBAA for Year 3 (Option Period)  (01 August 2024 – 01 July 2025) | 240 | **[SUPPLIER TO POPULATE]** | **[SUPPLIER TO POPULATE]** |
|  |  | **Total Cost** | | **[SUPPLIER TO POPULATE]** |

The above quantities are based on estimated usage only. The Authority is under no obligation to utilise services under this contract and will access services on a call-off basis.

Hours cannot be carried forward if they are not used within their designated contract year.

**DEFFORM 111**

**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name: **[To be populated at Contract Award]**

Address: Commercial Branch, C Block, HQ BFC, BFPO 53

Email: **[To be populated at Contract Award]**

((: **[To be populated at Contract Award]**

**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name: **[To be populated at Contract Award]**

Address: SBAP HQ, A Block, BFC, BFPO 53

Email: **[To be populated at Contract Award]**

((: **[To be populated at Contract Award]**

**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: [To be populated at Contract Award]**

**Branch/Name:** SBAP Business Support & Project Manager

((: **[To be populated at Contract Award]**

**(b) U.I.N. [To be populated at Contract Award]**

**5. Drawings/Specifications are available from**

**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.gateway.isg-r.r.mil.uk>[/index.html](file:///C:\u07\appmprod\log\C:.html¿) [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:

**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

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

**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](#https://www.gov.uk/government/organisations/ministry_of_defence/about/procurement)

**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](mailto: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.

# STATEMENT OF REQUIREMENTS

# PURPOSE

## The purpose of this procurement is to identify a single supplier to provide Oracle Support for the SBA Police and SBAA system within British Forces Cyprus (BFC). The scope of the requirement includes, but is not limited to, support, development, analysis, training, installations and configurations of Oracle systems.

## This contract is for 2 years with the option to extend for a further 12 months.

# BACKGROUND TO THE CONTRACTING aUTHORITY

## The prime responsibility of the SBAP and SBAA IT departments is to develop, enhance and provide computerised applications that allow its personnel to efficiently record, retrieve and utilise data daily, delivering effective operational and administrative capabilities. The majority of the applications in use are supported by Oracle databases.

# Background to requirement/OVERVIEW of requirement

## The SBA Police and SBA Administration system consists of 40 different applications covering all facets of Police and Administration work; it is inter-linked with the various services within the organization such as Court, Legal office, Customs and Immigration and the Personnel department.

## SBAP and SBAA have an ongoing requirement for the assistance of an Oracle Programming Subject Matter Expert (SME) on a regular basis. To fully support the myriad of complicated, operationally essential applications currently in use by both the SBAP and the SBAA.

## The previous contract for this service expired 18 April 2022.

# The requirement

Both departments require Oracle SME support to be provided on the following basis:

a. SBAP –120 hrs of consultation per year

b. SBAA – 120 hrs of consultation per year

The Contractor holds no MOD data or equipment. When there is a need to access the database, then the contractor must visit BFC sites to complete work. The contractor may work on the interface of the system remotely and then provide such work to the SBAA and SBAP to upload on the system. The Oracle SME will be expected to provide the following support:

a. Assistance, by way of programming, in the further development and delivery of both extant and new, complicated Oracle Forms and/or Reports.

b. Assistance, by way of programming, in the repair of extant, complicated Oracle Forms and/or Reports.

c. Assistance in the development of new Oracle Applications, based upon a new user requirement.

d. Provision of Project Analysis.

e. Provision of enhanced training for departmental IT personnel in the use of Oracle based systems. Training requirements will be outlined to the Contractor who will confirm the number of hours required for acceptance by the Designated Officer prior to the delivery of any training. The training is focused on the needs of the SBAA and SBAP database systems and development tools. It is bespoke to the individuals training needs based on the requirement to train new SBA personnel or to further enhance the existing personnel.

f. Maintain up to date knowledge of legislation policies relevant to SBAP and SBAA. These can be found at [Index SBA LEGISLATION (sbaadministration.org)](https://sbaadministration.org/home/legislation/01_02_09_08_INDICES/20100101_SBA_LEG_INDEX_U_JC.htm) , <https://www.sbaadministration.org/images/admin/docs/> .

g. System Support:

The Contractor must provide support within 3 hours (24/7 365 days a year) for system failures.

System support for minor issues can be provided via telephone

System support for significant failures must be provided in person at the relevant BFC site. Significant failures are those that cause interruption of the use of the SBA Police System.

Failure to provide support within the 3-hour deadline on more than 3 occasions in 12 months will lead to a material breach of Contract.

The 3-hour response time will commence from the point where SBA Staff attempt to contact the Contractor.

The supplier must have contingency planning in place for staff leave

The Designated Officer will assign work to the Contractor, work must not be accepted by other members of SBAA or SBAP staff.

# key milestones

## The Contractor should note the following project milestones:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | **Contract Kick off meeting**Introduction of key stakeholders and run through of Contractor and Authority obligations under Contract. | Within week 1 of Contract Award |
| 2 | **Contractor Familiarisation** The successful vendor will be given a total of 16 hrs (shared between the two departments) at contract onset, to reach a level of familiarisation of the applications/products in use in order that they can effectively provide the level of Oracle support required for the remainder of the contract. | Within week 2 of Contract Award |

# 

# reporting

## On completion of a task the Contractor shall submit a report (held at Schedule 2 below) providing key task details within 7 calendar days for the DO to accept.

## The DO maintains a record of the work requested and will check reports against this record. Where there is a discrepancy, the DO will raise this with the Contractor within 7 calendar days of receiving the report.

# DURATION OF CONTRACT

## The Contract commencement date shall be 19 April 2022

## Contract Period 1: 01 August 2022 – 31 July 2024 – Core Contract

## Contract Period 2: 01 August 2024 – 31 July 2025 – Option Period

## The Contractor grants the Authority the following irrevocable option to extend this contract for a further period of 12 months, or parts thereof. The Authority shall have the right to exercise these options at any point of the Contract, but no later than 3 months prior to the agreed end of Contract.

## The Authority is not obliged to use Contract options.

## **volumes**

## This contract is for a total of 720 hours oracle support, including the option period. A sample breakdown of hours is below:

|  |  |  |
| --- | --- | --- |
| **SBAA Hours** | **SBAP Hours** | **Total Hours** |
| **Contract Year 1** | | |
| 120 | 120 | 240 |
| **Contract Year 2** | | |
| 120 | 120 | 240 |
| **Contract Year 3 (Option Year 1)** | | |
| 120 | 120 | 240 |

# Security requirements

## Contractor staff used for the purpose of this contract must have clearance to access BFC sites at Akrotiri and Episkopi by the contract start date. The contractor must provide all information required by the Authority to apply for access to BFC sites.

# Location

## The location of the Services will be carried out at British Forces Cyprus Akrotiri and Episkopi sites only.

**Schedule to 704049450**

**Oracle Consultancy Report**

**To be provided to the Designated within 7 calendar days of completion of task**

|  |  |
| --- | --- |
| **Date:** |  |
| **Task Details**  (Details of task required from the consultant) |  |
| **Critical / Routine** |  |
| **Call out time**  Has the consultant attended the task/work on time? (I.e. For critical problems within 3 hours, for routine visits within 24 hours) |  |
| **Duration**  Was the time spent proportional to the task/work? Y/ N comments |  |
| **Outcome on completion**  Details of the outcome after the completion of the consultancy |  |
| **Remarks**  Any comments concerning the work done |  |