**RM6100 Technology Services 3**

**Framework Schedule 4 Annex 1  
Lot 1 Order Form**

**Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk/agreements/RM6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
4. Attachment 3 – Transparency Reports
5. Attachment 4 – Suppliers’ Response
6. Attachment 5 – Ad-Hoc Tasking Order Process Map and Information
7. Attachment 6 – Monthly Statement of Work template
8. Attachment 7 – MoD Travel & Subsistence Policy
9. Attachment 8 – Statement Relating to Good Standing
10. Attachment 9 – Cyber Implementation Plan; and
11. Annex 1 – Call-Off Terms.

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

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form and its Attachments;

### the Call-Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

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| **Contract Details** | |
| **Contract Reference:** | 701578417 |

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| **Contract Title:** | Provision of Technical Assurance Support (DInfoCom/0185) |

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| **Contract Description:** | Technical Assurance Service (TAS) delivers outcomes to enable Army Digital Services (ADS) to plan and execute the technical activities that are required to deliver and maintain Army applications and hosting infrastructure that are essential to the outputs of ADS  The technical programme plan for FY20/21 included the roll out of Operating System (REH7,8  and Win Srv 19) and Database upgrades (12C, SQL Srv 19) to Army Hosting Environment (AHE), the migration of Official Sensitive and Secret applications to upgraded AHE, Remote Processing Application (RPA) for DIO, Joint Server Farm Cloud Migration, delivery of CFA services for efficiencies, implementation of Hybrid Cloud solution, technical upgrades to ADW databases (ODI, 12C), and continual delivery of multiple upgrades across ADS technology domains to maintain security. |

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| **Commencement Date:** this should be the date of the last signature on Section D of this Order Form | 1 April 2022 |

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| **Buyer details** |
| **Buyer organisation name**  Army D Info Commercial |

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| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  Blenheim Bldg, IDL 1, Army HQ, Andover, Hampshire, SP11 8HJ |

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| **Buyer representative name**  The name of your point of contact for this Order  REDACTED |

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| **Buyer representative contact details**  Email and telephone contact details for the Buyer’s representative. This must include an email for the purpose of Clause 34.2 of the Contract.  0300 164 8453; REDACTED@mod.gov.uk |

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| **Buyer Project Reference**  Please provide the customer project reference number.  Click here to enter text. |

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| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  Boxxe Ltd |

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| **Supplier address**  Supplier’s registered address  Artemis House, Eboracum Way, York, YO31 7RE |

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

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| **Supplier representative contact details**  Email and telephone contact details of the supplier’s representative  REDACTED@boxxe.com; 01347 812100 |

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| **Order reference number or the Supplier’s Catalogue Service Offer Reference Number**  A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier’s Catalogue Service Offer Reference Number.  Not applicable. |

**Section B**

**Part 1 - The Services Requirement**

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| **Commencement Date**  See above in Section A |

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

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| **Services**  The Supplier shall provide the following Services to the Buyer:  In accordance with Attachment 1 (Statement of Requirement) and agreed Monthly Statement of Work  The Services are more particularly described in Attachment 1 (Statement of Requirement). |

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| **Deliverables**  The Supplier shall provide the following Deliverables to the Buyer as part of the Services:  In accordance with Attachment 1 (Statement of Requirement) and agreed Monthly Statement of Work |

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| **Sites for the provision of the Services**  *Guidance Note - Insert details of the sites at which the Supplier will provide the Services and/or Deliverables, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*  The Supplier shall provide the Services and/or Deliverables from the following Sites**:**  **Buyer Premises:**  Army HQ, Andover  **Supplier Premises:**  Boxxe Ltd, Artemis House, Eboracum Way, York, YO31 7RE  **Third Party Premises:**  Cloud Native Ltd, 20-22 Wenlock Road, London, N1 7GU |

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| **Additional Standards**  Guidance *Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.*  As detailed within the Statement of Requirement (Attachment 1) |

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| **Key Supplier Personnel**  *Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).*  Not applicable   |  |  |  | | --- | --- | --- | | **Key Supplier Personnel** | **Key Role(s)** | **Duration** | | REDACTED | Boxxe Account Director | Contract Period | | REDACTED | Boxxe CN Service Lead | Contract Period | |

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| **Buyer Property**  *Guidance Note: see definition of Buyer Property in Schedule (Definitions) of the Call-Off Terms. Include details of any property other than real property or IPR below.*  MODNet Laptops, Access to site |

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| **Buyer Security Policy**  *Guidance Note: where the Supplier is required to comply with the Buyer’s Security Policy then append to this Order Form below.*  As detailed within the Statement of Requirement (Attachment 1*)* |

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| **Buyer Enhanced Security Requirements**  *Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier’s use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.*  Not Applicable |

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| **Insurance**  *Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*  Third Party Public Liability Insurance (£) - Not Applicable  Professional Indemnity Insurance (£) - Not Applicable |

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| **Key Sub-Contractors**  *Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.*  Cloud Native Ltd, 20-22 Wenlock Road, London, N1 7GU |

**Part 2 – Charges, Payment and Invoicing**

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| **Contract Charges (excluding VAT) - REDACTED**  *Guidance Note - insert the applicable Charges having regard to Framework Schedule 3 (Framework Prices and Charging Structure) and include details of time and materials and any fixed price. Also include details of any agreed expenses and terms relating to such expenses.*   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | **Tech Services 3 (RM6100)** | **Roles providing (including SFIA Level)** | **Day rate** | **T&S** | **Total** | **No. of**  **Resource** | **Maximum Contract Value ex VAT** | | Tech Services 3 (RM6100) | Development Assurance .NET (SFIA 6) | £ | £0.00 | £ | 1 | £1,800,000 ex VAT | | Development Assurance Oracle APEX (SFIA 6) | £ | £0.00 | £ | 1 | | Test Assurance (SFIA 6) | £ | £0.00 | £ | 1 | | Technical Delivery Assurance (SFIA 6) | £ | £0.00 | £ | 1 | | Infrastructure Delivery Assurance (SFIA 6) | £ | £0.00 | £ | 1 |   All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below. |

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| **Payment Profile**  *Guidance Note – insert details of payment profile which may be monthly or quarterly in arrears or the parties may agree to include payments associated with the achievement of milestones, in which case details of milestones payments should be included here.*  The payment profile for this Contract is monthly in arrears in accordance with Monthly Statement of Work. |

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| **Invoice Details**  The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.  All invoices must be sent to:  REDACTED@mod.gov.uk  All invoices must include:  Number of resources, number of days, day rate, Purchase Order reference |

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| **Method of Payment**  *Guidance Note – insert method of payment e.g. BACS.*  The payment method for this Contract is Contracting, Purchasing & Finance (CP&F) tool/Exostar |

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| **Contract Anticipated Potential Value:** *Guidance Note: for procurement purposes the Buyer will need to include details of the overall anticipated potential value of this Contract over the Contract Period* | *CORE: Call-Off Charges will be in accordance with the agreed Monthly Statement of Work (template at Attachment 6) and the Firm Price Man Day Rate at Part 2 – Contract Charges above and will fall out of the Core Value of £1,800,000 ex VAT*  *AD-HOC TASKING: Ad-Hoc Tasking Order Form (template at Attachment 5) will be agreed between the Supplier and the Authority as a maximum cost utilising the Firm Priced Man Day Rate at Part 2 – Contract Charges above. Ad-Hoc Task costs will fall out of a Non-Guaranteed Ad-Hoc Task Value of £1,000,000 ex VAT* |

**Part 3 – Additional and Alternative Buyer Terms**

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| **Additional Schedules and Alternative Clauses** *(see Annex 3 of Framework Schedule 4)*  *This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.*  **Additional Schedules**  *Guidance Note: Tick any applicable boxes below*   |  |  | | --- | --- | | **Additional Schedules** | **Tick as applicable** | | S1: Business Continuity and Disaster Recovery | ☐ | | S2: Continuous Improvement | X | | S3: Supply Chain Visibility | ☐ |   Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.  **Alternative Clauses**  *Guidance Note: Tick any applicable boxes below*  The following Alternative Clauses will apply:   |  |  | | --- | --- | | **Alternative Clauses** | **Tick as applicable** | | Scots Law | ☐ | | Northern Ireland Law | ☐ |   Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract. |

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| **Liability**  *Guidance Note: to the extent that the Buyer would like to* ***increase*** *the limits of liability contained in Clause 12.1 of the Call-Off Terms, then specify the alternative limit below. Neither party is permitted to lower the limits set out in Clause 12.1 of the Call-Off Terms.*  The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:  Not Applicable |

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| **Termination for Convenience**  *Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.*  The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be amended from 30 Working Days to read: Not Applicable |

**Section C**

**Supplier response**

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

**Section D**

**Contract award**

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

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| **SIGNATURES** |

**For and on behalf of the Supplier**

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| Name | **REDACTED** |
| Job role/title | **Boxxe Defence Account Director** |
| Signature | **REDACTED** |
| Date | **9/12/21** |

**For and on behalf of the Buyer**

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| Name | **REDACTED** |
| Job role/title | **Army D Info Commercial TL** |
| Signature | **REDACTED** |
| Date | **07 December 2021** |

**Attachment 1 – Services Specification**

**TECHNICAL ASSURANCE SUPPORT (TAS) AS A SERVICE RESOURCE**

**STATEMENT OF REQUIREMENT**

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| 1. **Introduction**   Technical Assurance Service (TAS) delivers outcomes to enable Army Digital Services (ADS) to plan and execute the technical activities that are required to deliver and maintain Army applications and hosting infrastructure that are essential to the outputs of ADS  The technical programme plan for FY20/21 included the roll out of Operating System (REH7,8  and Win Srv 19) and Database upgrades (12C, SQL Srv 19) to Army Hosting Environment (AHE), the migration of Official Sensitive and Secret applications to upgraded AHE, Remote Processing Application (RPA) for DIO, Joint Server Farm Cloud Migration, delivery of CFA services for efficiencies, implementation of Hybrid Cloud solution, technical upgrades to ADW databases (ODI, 12C), and continual delivery of multiple upgrades across ADS technology domains to maintain security. |
| 1. **Background**   ADS currently provides hosting and through life application-based Information Services to the Army and wider Defence. It delivers hosting capability across 3 domains[[1]](#footnote-1) and currently supplies a wide range of application services that support a wide range of functions. These contribute directly and indirectly to D Info’s missions and tasks as given in Army Command Plan 18. They also support Army HQ, Field Army, Home Command as well as support to TAFMIS and DLMC activities. The platform investment and Agile development approach established by ADS in recent years has been heralded as best practice by Government Digital Services (GDS) and industry alike. ADS led the way early on in Defence to in-house deep specialists that develop and deliver information services at a significantly reduced cost in line with Cabinet Office direction.  Working to pre-defined deliverables, technical resource with skillsets as detailed in the requirements paragraphs below are required to deliver outcomes to fully assure all technical work being carried out by ADS and ensure coordination, synchronisation and optimal efficiency is maintained. |
| 1. **Objectives**   To provide the necessary technical SQEP resource to deliver Authority-defined outcomes for application development, testing, maintenance and hosting infrastructure to ADS as per the Requirements paragraphs of this SOR.  This TAS resource will enable ADS to technically plan, execute and integrate the multitude of technical activities that are in flight at any one time and deliver its essential business outputs. |
| 1. **Scope**   To deliver set outcomes by provision of Suitably Qualified and Experienced Personnel (SQEP) resource to exploit the TAS as set out in the Requirements paragraphs below. Current ADS and wider Defence objectives are to be met and assured by the 5 resource areas below, with the potential for as yet unknown future projects and assurance requirements to be met through the provision and deployment of additional new SQEP resource. |
| 1. **Requirements - Technical Assurance Service (TAS)**   ADS consists of small self-organised teams, is fast paced, heavily governed by Sy regulations and is operationally sensitive with a low-risk threshold. As such, a minimum of SFIA 6 and the required number of years experience in an assurance role are required.  The high-level deliverables for the TAS as a Service are to be achieved as monthly Authority-defined outcomes by means of a Statement of Work (SOW), broken down as follows:   * 1. **Development Assurance**   **Overview**   * Provide technical assurance of development activities in chosen technologies and products to ADS and wider Army. * Develop and maintain technical standards in chosen technologies in line with industry best practice and security considerations in JSP 440. * Provide architectural advice and input for application development, from high level designs to design patterns, libraries, frameworks and processes. * Provide technical support to scoping of new work and enhancements. * Review application designs and implementations for ADS including third party developed applications. * Oversee developed code to ensure compliance with ADS standards and security policy as well as providing guidance to developers on best practice. * Troubleshoot incidents and problems with chosen technologies and related applications where the development and support teams are unable to resolve. * Maintenance of Continuous Delivery pipeline, including Azure and on-premise capability. * Research, prototype and implement new technology and products to benefit ADS and the wider Army. * Provide technical support and advice on chosen technologies including new approaches, upgrades and migrations. * Advise on design, implementation and management of integration between ADS and Defence services.   The Development Assurance has two specific platforms (.Net and Oracle APEX) to support. The required skills and experience for each are as follows:   * + 1. **.NET**   **Required Skills and Experience**  ***Essential***   * Administration of Azure Dev Ops/Team Foundation Server. * Administration and configuration of the CheckMarx suite. * Provide detailed design and technical guidance in development and maintenance of both Greenfield and Brownfield development projects in secure environments using Microsoft .NET technical stacks. * Hands on experience of transitioning and migration of large enterprise legacy application codebases from external suppliers to in-house development teams. * Managing multiple development teams to deliver quality outputs, following agile methodologies. * Demonstrable experience of ensuring development teams follow organisational standards and policies.   ***Desirable***   * A minimum of 2 years’ recent experience of administering container platforms such as OpenShift and Pivotal. * A minimum of 2 years’ recent experience of designing and implementing solutions using Dynamics 365. * Technical design and guidance around usages of APIs and integration with an API Gateway. * A minimum of 2 years’ recent experience of using Domain-driven design (DDD) to transition monoliths into more modern software architectures. * A minimum of 2 years’ recent experience of Azure as a development and test environment. * Working knowledge of relevant Defence standards and policies.   + 1. **ORACLE APEX**   **Required Skills and Experience**  ***Essential***   * A minimum of 3 years’ recent experience of leading a team of Agile Oracle developers to deliver business capability to a large organisation. * A minimum of 3 years’ recent experience of building secure, scalable enterprise level Oracle Application Express (APEX) 5+ applications in line with JSP 440. * A minimum of 3 years’ recent experience in designing and developing reusable and modular Oracle-based business data component APIs that have been used across the enterprise. * A minimum of 3 years’ recent experience designing and developing design standards and patterns for SQL and PL/SQL capability within Oracle Database 11g or 12c+. * A minimum of 3 years’ recent experience using HTML, JavaScript, CSS, AJAX and JQuery * A minimum of 3 years’ recent experience securing APEX Applications using the built-in security functions. * A minimum of 3 years’ recent experience of developing against Oracle WebLogic server and Oracle Fusion Middleware components (OID, OAM, OVD). * A minimum of 3 years’ recent experience in developing RESTful web services via Oracle RESTful Data Services (ORDS) and securing those services via OAuth2. * A minimum of 3 years’ experience using ApexSec Security Console to diagnose security issues within APEX Applications and provide the necessary fixes. * A minimum of 3 years’ experience developing and maintaining Oracle APEX applications hosted within the Microsoft Azure cloud platform. * A minimum of 2 years’ recent experience using Oracle BI Publisher 11g/12c * A minimum of 2 years’ experience using Oracle MapViewer and Oracle Maps to consume Web Map Services (WMS) from a suitably enabled Geo Server. * A minimum of 3 years’ experience using Oracle Enterprise Linux 5.x or Red Hat Linux 6.x * A minimum of 2 years’ recent experience of working with collaborative Agile/DevOps teams. * A minimum of 2 years’ recent experience of CI - supported by JetBrains TeamCity 9.x. * A minimum of 3 years’ recent experience of Microsoft Azure DevOps/VSTS/TFS for User Story management and GIT repositories for source control. * A minimum of 3 years’ recent experience of Unit Testing with UT/PLSQL.   ***Desirable***   * Oracle Certification. * Working with a Data Warehousing project. * Oracle WebLogic Server Administration. * VMWare vRealize Suite. * Oracle Discoverer. * Requirements Capture. * Working knowledge of ITIL service design pack. * Confluence.   \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_   * 1. **Test Assurance**   **Overview**   * Develop and maintain quality assurance (testing) standards in line with industry best practice and security considerations that are detailed in JSP 440, JSP 604 and JSP 901. * Provide technical assurance of testing activities and practices in ADS and wider Army to ensure they are compliant with agreed standards. * Provide testing advice and input for application development, change requests, infrastructure changes and release to production. * Provide testing advice and input to scoping of new work and enhancements. * Research, prototype and assist with the implementation of new testing technology, practices and techniques to benefit ADS and the wider Army. * Assure configuration of test environments are maintained and aligned to production environments. * Provide advice and guidance in the use of test tools and products used by ADS. * Oversee the production of testing documentation and reports to ensure they are sufficient for the requirement. * Identify areas of improvement to increase speed, quality and gain efficiencies across testing practices in ADS and wider Army.   **Required Skills and Experience**  ***Essential***   * A minimum of 2 years’ recent experience as a Technical Lead Test. * Must have knowledge of performing server builds & configuration, installation & migration of ADS Oracle Apex applications and databases. * A minimum of 2 years’ recent experience at deploying, testing & assuring the CPU Patches, BOS Updates & DSIP for Linux platforms. * Must have knowledge in performing administrative tasks and maintaining Development and Test Environments using VMware vSphere Client 6.7.0.46000 and VMware vRealize Automation 7.6.0. * Knowledge of Windows Server 2012 R2, 2016 and 2019 including Active Directory, SharePoint, IIS, and Terminal Services/RDSH. * Must have at least 2 years’ recent experience as a DBA – installation, migration and testing Oracle Apex applications from Windows Server 2016 / Oracle 11g/12c/19c platform to Red Hat Enterprise Linux Server 7 * Have SQL Server DBA administration experience up to and including SQL Server 2019. * Must have at least 5 years’ recent experience as a Test Manager. * Competency and proven ability in writing, executing & reviewing manual and automation test scripts/scenarios. * The capacity and self-motivation required to meet the demands of the tight timelines, rapidly evolving priorities and reviewing test effort estimation / scoping documentation and test plans. * Ability to assure, potentially troubleshoot & fix issues, and produce technical documentation. * Have experience writing & reviewing test plans, test estimates, test reports, test strategy, best practise documentation & policies. * Have experience working on both pre-production and production Oracle Apex and .NET environment. * Have comprehensive knowledge and understanding of test automation best practices in setting up and maintaining an effective and efficient Automation Test Framework. * Competency and proven ability in the use of HP ALM & MS TFS for complete test management of requirements, test cases, execution of tests, defect tracking and reporting. * Must have knowledge of HP ALM 12.2, active directory, ldap configuration, updating dbid.xml file. * Have previous experience working in a Technical Assurance Team / Role. * Excellent communication and co-ordination skills when conducting presentations / team meetings. * Must have leadership skills, an ability to provide guidance to management teams, attend management and technical meetings and produce monthly statistics using HP ALM and TFS (Azure DevSecOps) dashboard. * Experience of working with the Remedy tool. * Experience of working in an Agile DevSecOps delivery environment. * Must have previous experience and clear understanding of Agile Scrum / Agile Kanban / BDD Methodologies.   ***Desirable***   * Experience working within a Defence environment. * Have Performance Testing experience. * Have Cyber Security Testing experience. * Have experience of Installation and Configuration of TeamCity.   \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_   * 1. **Technical Delivery Assurance**   **Overview**   * Manage the technical delivery of sustain and maintain programme in line with Communication, Quality, Risk and Issue Management Plans. * Deliver new and enhanced IT services required by the business ensuring technical assurance, while protecting the integrity of existing production services. * Plan, schedule, monitor, and report on the technical activities related to the programme and future Demand. * Ensure quarterly patching as per JSP440 to keep the infrastructure secure and protected. * Develop, report demand and supply trends, forecast as part of demand planning. Support and provide input in developing strategies on existing items, new products and products phase-outs. * Support design or re design of the business processes to improve operational efficiencies and ensure full integration of all processes and linkage to best practice. * Facilitate the development and on-going management of an optimised portfolio, ensuring senior management decisions lead to the fulfilment of strategic objectives through delivery of projects. * Direct and co-ordinate activities to manage and implement complex interrelated technical projects. * Build strong relationships and trust with key business/programme stakeholders by demonstrating a deep understanding of their business issues and requirements. * Provide assistance to the Technical Design Office (TDO) that supports the technical delivery. * Support ADS compliance to ensure AHE remains accredited and risks are being managed/mitigated. * Support ADS service management to ensure delivery of enhancements or bug fixes to existing portfolio of applications/services. * Coordinate interdependence of projects. * Maintain the Programme Risk log.   **Required Skills and Experience**  ***Essential***   * Must have at least 2 years’ recent experience in implementing change programs - taking into consideration IT deployment, data/application migration, capability deployment (training and engagement activities) required to integrate new processes or jobs into the "business as usual" environment. * Strong technical background, with detailed knowledge of Microsoft, Oracle, Linux, Networking, Infrastructure, Virtualisation and Business Continuity and IT Disaster Recovery solutions. * Proven track record of successfully launching, managing, tracking and delivering innovative ideas by employing effective change management principles. * Must have at least 2 years’ recent experience in business process modelling, analysis, design, implementation and performance management. * IT programme management experience within an agile environment. * Proven track record of delivering end - end interdependent projects. * Ability to balance business and IT issues objectively and recommend compromises where necessary to deliver the optimum solution to meet the project objectives. * Solid stakeholder relationship management skills. * Good intra-team communication/management skills and the capacity and self-motivation required to meet the demands of tight timelines and rapidly evolving priorities. * Excellent technical writing skills and experience of defining and documenting technical procedures. * Proficient in using Microsoft Project and Office applications. * At least 3 years of experience of working at Programme Management level. * At least 10 years of experience within the Information Technology specialism.   ***Desirable***   * PgMP Certified. * Certified MSP Practitioner. * Prince 2 Practitioner. * Knowledge and experience of Agile methodologies. * Good understanding and working knowledge of:   + Configuration management of Information Systems e.g. BMC Remedy.   + Information security standards, e.g. JSP 440, 480 and 604.   + ITIL v3 best practices, its adoption, implementation and continual service improvement. * Experience of working within a Defence environment and familiar with MoD policies, standards, guidelines and best practices.   \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_   * 1. **Infrastructure Delivery Assurance**   **Overview**   * Provide management and technical co-ordination of the Technical Design Office (TDO) outputs * Report on an agreed schedule of performance of TDO / issues / blockers * Undertake delivery of projects / scoped pieces of work as agreed * Work with other parties (e.g. Technical Delivery Assurance) to provide an ADS Programme plan with appropriate dependencies * Manage risks and issues appropriately * Manage dependencies by attending required meetings (e.g. scrum of scrums)   **Required Skills and Experience**  ***Essential***   * Strong technical background, with working knowledge of software and systems (e.g. Microsoft, Oracle, Linux). * Working knowledge of Virtualisation, Cloud Technologies, Networking and Infrastructure. * Understanding of Business Continuity and IT Disaster Recovery solutions. * Proven track record of successfully launching, managing, tracking and delivering technical projects and programmes. * IT programme and project management experience within an agile environment. * Proven track record of delivering end - end projects with high degree of complexity and interdependencies. * Solid stakeholder relationship management skills. * Good intra-team communication/management skills and the capacity and self-motivation required to meet the demands of tight timelines and rapidly evolving priorities. * Excellent technical writing skills and experience of defining and documenting technical procedures. * Proficient in using Microsoft Project and Office applications. * At least 3 years of experience of working at Programme Management level. * At least 10 years of experience within the Information Technology specialism.   ***Desirable***   * PgMP Certified. * Certified MSP Practitioner. * Prince 2 Practitioner. * Knowledge and experience of Agile methodologies. * Working knowledge of how to implement change programmes * Good understanding and working knowledge of:   + Configuration management of Information Systems e.g. BMC Remedy.   + Information security standards, e.g. JSP 440, 480 and 604.   + ITIL v3 best practices, its adoption, implementation and continual service improvement. * Experience of working within a Defence environment and familiar with MoD policies, standards, guidelines and best practices. |
| 1. **Outputs/deliverables/milestones**   Start Date: 1 Apr 22. A transition and handover period of 1 month, starting 1 Mar 22, is required in the case of change from current supplier to ensure continuity of the TAS capability.  Outcomes to be delivered are set by the Authority via the monthly SOW along with a Balanced Scorecard showing RAG status of pre-agreed KPIs.  Onshore resource working only, due to the requirement to have access to the tech stacks and other ADS CaaS teams on site.  Expected Contract length: 480 days (per each of the 5 resources) delivered over a 24-month period  Work for D Info (through ADS), Army HQ, Andover delivering defined outcomes under the existing TAS Capability as a Service. |
| 1. **Intellectual Property (IP) Rights (Known as IPR)**   IPR will belong to MOD. |
| 1. **Government Furnished Supplies**   N/A |
| 1. **Approach (optional and only in exceptional circumstances)**   N/A |
| 1. **Payment**   Monthly in arrears with payments based on agreed resource rates and delivered outcomes articulated on Statement of Work (SOW). |
| 1. **Contract management arrangements**   Monthly meetings with TAS Supplier Manager.  Schedule of work agreed between TAS Service Manager and relevant stakeholders, with priorities being set by them at weekly meetings. |
| 1. **End of contract/Exit strategy**   31 Mar 24  Transition Period 1 – 31 Mar 22 if required with new supplier. |
| 1. **Final Reminder**   N/A |

**Attachment 2 – Schedule of Processing, Personal Data and Data Subjects – NOT APPLICABLE**

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

**Attachment 3 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance | Feedback from end customer | Stand-ups & Presentation | Monthly |
| Charges | Days, Roles no of resources | Agreed Statement of Work | Monthly & Quarterly |
| Key Sub-Contractors | List of Key Sub-Contractors | Stand-ups & Presentation | Monthly & Quarterly |
| Technical | Delivery to date, cost and no of resources | Stand-ups & Presentation | Weekly, Monthly & Quarterly |
| Performance management | Delivery to date, roles, no of days and resources, cost | Presentation | Quarterly |

**Attachment 4 – Supplier’s Response - REDACTED**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Requirement:** | | | | **Provision of Technical Assurance Support (TAS)** |
| **Technical Written Proposal** | | | | |
| **Q1** | | | Say how you will meet the buyer’s requirement | |
| Supplier Response | | |  | |
| **Q2** | | | Approach and methodology to meeting the requirements outlined in SOR | |
| Supplier Response | | |  | |
| **Q3** | | | Approach for transition of service, running and knowledge transfer | |
| Supplier Response | | |  | |
| **Q4** | | | Give examples of KPIs and SLAs that you would be prepared to commit to for this contract | |
| Supplier Response | | |  | |
| **Q5** | | | Provide draft exit plan for the transition to an alternative supplier at the end of the contract and enable the transition | |
| Supplier Response | | |  | |
| **Q6** | | | Provide evidence of skills/experience of the team who’ll be undertaking the work and how they’ll work together. | |
| Supplier Response | | |  | |
| **Q7** | | | Provide team structure, CVs and relevant experience of the team who could be part of the service as defined in the SOR | |
| Supplier Response | | |  | |
| **Q8** | | | Provide a minimum of one referenceable client-focused case study where your proposed team has provided the desired service capability | |
| Supplier Response | | |  | |
| **Q9** | | | Ability to mobilise the team quickly and approach to service continuity | |
| Supplier Response | | |  | |
| **Q10** | | | Explain how you plan to retain key resources/ skills for the duration of the contract and how you can commit to meet ADS’s continuous and growing need for technical experts across multiple technology disciplines | |
| Supplier Response | | |  | |
| **Q11** | | | Ability to scale up and down resources, whilst ensuring quality and consistency | |
| Supplier Response | | |  | |
| **Q12** | | | How the proposal will optimise costs and generate savings. Detail specifically how you will minimise transition costs between the current team and the new supplier | |
| Supplier Response | | |  | |
| **Q13** | | | Identification of the risks and dependencies associated with this requirement and your proposed mitigation | |
| Supplier Response | | |  | |
| **Q14** | | | The actual resources that will be supplied must have experience within the last 3 years of working on all the technologies listed in the  SOR. Provide a matrix showing which resource will have the required skills and be able to prove/demonstrate that capability | |
| Supplier Response | | |  | |
| **Q15** | | | Describe how you will ensure you meet ADS’s requirements and how you will rectify any service performance shortfalls. Provide likely timelines for these rectification activities | |
| Supplier Response | | |  | |
| **Q16** | | | ADS deliver hosting and applications in a diverse and complex environment. Describe how you would propose to deal with high levels of “unplanned” activities in parallel with a demanding programme of scheduled activities | |
| Supplier Response | | |  | |
| **Q17** | | | Provide an example of where there was a major service effecting incident when your team was delivering the Technical Assurance Support type of capability for another customer. Describe your approach to minimising the effects, your approach to problem resolution and your methodology for root cause analysis | |
| Supplier Response | | |  | |
| **Q18** | | | Although ADS work in an Agile environment, it is essential that adequate levels of documentation are created to enable delivery of service to continue. Describe the tools and techniques that you would use to meet this requirement. Provide an estimate for the effort required to create and maintain this | |
| Supplier Response | | |  | |
| **Cultural Fit** | | | | |
| **Q1** | | Proven experience in last 3-years (including dates) of an open and collaborative working relationship at all levels with excellent communication and co-ordination skills when conducting team meetings, presentations and demonstrations | | |
| Supplier Response | |  | | |
| **Q2** | | Has a no-blame culture and encourages people to learn from their mistakes, working as “one team” | | |
| Supplier Response | |  | | |
| **Q3** | | Suppliers must demonstrate an ability and willingness to work collaboratively within a multi-vendor delivery environment | | |
| Supplier Response | |  | | |
| **Q4** | | Able to communicate effectively with users and wider technical teams to solve issues amongst complex integrations | | |
| Supplier Response | |  | | |
| **Q5** | | Proven ability to add value to IAS through the use of innovation, continuous improvement and cost savings utilising technology | | |
| Supplier Response | |  | | |
| **Social Value** | | | | |
| **Q1** | Theme 3 – Fighting Climate Change, Policy Outcomes: Effective stewardship of the environment. Describe the commitment your organization will make to ensure that opportunities under the contract deliver the Policy Outcome and associated Award Criteria. | | | |
| Supplier Response |  | | | |
| **Q2** | Theme 4 – Equal Opportunities, Policy Outcomes: Tackle Workforce Inequality. Describe the commitment your organization will make to ensure that opportunities under the contract delivery the Policy Outcome and associated Award Criteria | | | |
| Supplier Response |  | | | |

**Attachment 5 – Ad-Hoc Tasking Order Process Map and Information**

Contractor provides a Firm Price for the additional requirement (no. of days & SFIA Level, plus any T&S) on Part 2 and returns

Authority and Contractor work together to amend cost or scope of the requirement

Authority identifies additional requirement and completes Part 1

Authority approves/rejects Firm Price, returns Part 3

Within 2 working days

Repeat as

necessary to

agree terms of

work package

Contractor delivers requirements

Contractor provides invoice for

work to Authority

Authority draws down against Limit of Liability

Authority

Contractor

Joint / Both

within 1 working day

Approved

Rejected

Authority accepts/rejects requirement has been completed to an acceptable standard (*with justification for rejection)*

Accepted

Rejected

within 1 working day

*using Ad-Hoc Tasking Order Form (contained within Appendix 1 to Schedule 1)*

Each Tasking Order is a MAXIMUM value and is to be based on the Firm Priced Man-Day Rates detailed at Part 2 – Contract Charges.

Supplier to provide a detailed response on how they will deliver the outcome required.

No work shall commence until the Supplier is in receipt of the final Signed Tasking Order.

Once signed by all stakeholders the Authority will raise the necessary Purchase Order via CP&F. Upon completion of the Task and final invoices paid, the Authority will reduce (if necessary) the value of the Purchase Order to ensure unused funding is put back into the Non-Guaranteed Ad-Hoc Tasking Value.

Due to the very nature of Ad-Hoc Tasking, Tasks can be cancelled at any time by the Authority. Amendments may be required which could extend the task on the basis that original technical requirement has not changed.

The Contract Terms and Conditions will support all Tasking Order Forms.

**AD-HOC TASK ORDER FORM – PART 1**

ORDER NUMBER: 001 (new number to be utilised for each additional Task)

CONTRACT No: 701578417 – DInfoCom/0185

TO: boxxe Limited

1. Please provide at PART 2 the details of the resources required to carry out the task described below.

2. TASK REQUIREMENT

To provide interim additional support to ………………………………….…………with effect from ………until……………

Tasks to include (more details are provided within the attached Statement of Requirement (Where applicable)):

1)

2)

3. Detailed Tasks and timescales are to be agreed with ADS IT Business Manager. Boxxe are to report on a weekly basis to agree allocation of service priorities and risks in order to deliver services to meet contract requirements.

4. Resources: In accordance with the roles and rates within the Part 2 – Contract Charges with support to be provided from existing or additional boxxe resources.

5. Payment will be based on the approved monthly Statement of Work between the customer and ADS IT Business Manager. To Note: No T&S costs are to be included if work is to be undertaken at Army HQs/Andover. Any T&S will be in accordance with the Authority’s T&S policy, will be based on actual costs incurred and agreed with the Authority.

6. Boxxe are to complete PART 2 of this Tasking Order Form with proposed staffing profile (additional resource) and provide a detailed response on how they will deliver the outcome required.

7. LOCATION

8. PERIOD OF TASK…………………. subject to review thereafter.

SIGNATURE ……………………………………………

NAME ………………..…Authority’s Customer

APPOINTMENT ……………………………………………

CONTACT NO ………………………………………..….

**AD-HOC TASK ORDER FORM – PART 2 - REDACTED**

**ORDER NUMBER:** 001 (new number to be utilised for each additional Task)

CONTRACT No: 701578417 – DInfoCom/0185

FROM: Boxxe Limited

1. It is advised that boxxe shall undertake the task detailed in PART 1 of this Order Form, within the timescale indicated, for the following MAXIMUM PRICE.

a. Please select the appropriate Role(s) required to complete the Task:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SFIA Level** | **Rate (ex VAT)** | **No of Days** | **No of Pers** | **Selected (X)** | **Total Max Price (£)** |
| Development Assurance .NET (SFIA Level 6) |  |  |  |  |  |
| Development Assurance Oracle APEX (SFIA Level 6) |  |  |  |  |  |
| Test Assurance (SFIA Level 6) |  |  |  |  |  |
| Technical Delivery Assurance (SFIA Level 6) |  |  |  |  |  |
| Infrastructure Delivery Assurance (SFIA Level 6) |  |  |  |  |  |

b. Total MAXIMUM PRICE for the task £

c. Full description of how boxxe will deliver this Task is attached.

SIGNATURE ………………………………………………………………………..….

NAME ……………………………………………………………………………

APPOINTMENT ……………………………………………………………..………….…

TELEPHONE NO: ………………………………………………………………………….

DATE ……………………………………………………………………………

**AD-HOC TASK ORDER FORM – PART 3**

ORDER NUMBER: 001 (new number to be utilised for each additional Task)

CONTRACT No: 701578417 – DInfoCom/0185

TO: boxxe Limited

1. To be completed by ADS IT Business Manager (or nominated representative)

**DELETE EITHER A OR B AS APPROPRIATE**

A. The Maximum price offer to undertake Order Number 001 on Contract No 701578417 – DInfoCom/0185 is commensurate with the work involved.

The work should proceed at ……………Hours on……………………………

B. The Maximum price offer to undertake Order Number 001 on Contract No 701578417 – DInfoCom/0185 is not commensurate with the work involved.

SIGNATURE ………………………………………………………………………

NAME ………………………………………………………………………

APPOINTMENT ……………………………………..……………………………….

TELEPHONE NO: …………………………………………………………………….

DATE ………………………………………………………………………

2. In addition to the above confirmation, the following is to be completed by the Authority’s Commercial Branch.

**DELETE EITHER A OR B AS APPROPRIATE**

A. The Maximum price offer to undertake Order Number 001 on Contract No 701578417 – DInfoCom/0185 is accepted as an Ad-hoc Task.

B. The Maximum price offer to undertake Order Number 001 on Contract No 701578417 – DInfoCom/0185 is not accepted as an Ad-hoc task.

SIGNATURE ……………………………………………………………………

NAME

APPOINTMENT Army D Info Commercial

DATE ………………………………………………………………………

**Attachment 6 – Monthly Statement of Work Template**

**Key Performance Indicators**

|  |  |
| --- | --- |
| **1** | **2** |
| **3** | **4** |

**Service xxx – Date from.............Date to...........**

**Deliverables**   

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | Days booked per role | |  |  | |  | |  | |  |
| **Ser** | **Task** | **Description**  **/Deliverable** | **Timescale** | **Role A** | **Days used** | **Completion** | | **Benefits**  **delivered** | | **Cost of task** | | **% completed** | | |
| **1** |  |  |  |  | **0** |  | |  | | **£0.00** | |  | | |
| **2** |  |  |  |  | **0** |  | |  | | **£0.00** | |  | | |
| **3** |  |  |  |  | **0** |  | |  | | **£0.00** | |  | | |

**Signatures and Approvals**

**Agreement of this SOW**

BY e-SIGNING this Statement of Work, the Parties agree that it shall be legally binding on the Parties:

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| **Signature:** |  | **Signature:** |  |
| **Name:** |  | **Name:** |  |
| **Role:** |  | **Role:** |  |
| **Date:** |  | **Date:** |  |

**Attachment 7 – MoD Travel & Subsistence Policy**

UK Rail Travel

Standard Class must be selected

**Accommodation**

Service Mess

If your business travel has taken you onto a base and you need overnight accommodation, it may be that staying in the Service Mess is more cost efficient than a hotel; and should be consid­ered. All military personnel should refer to **JSP 752** Pt 2 Chapter 3 for occasions in which any other form of accommodation may be considered. For civilian staff, the availability and suitability criteria for Mess accommodation is being further developed and will be included in policy guidance shortly.

**Hotel**

All hotel bookings must be made using the **GBT Online Portal**.

Civilian staff must comply with the approvals processes (Chapter 2). Service Personnel must have both line management and budgetary written or verbal authority before making subsistence arrangements and should note that Night Subsistence (NS) is paid for an overnight absence where there is no suitable Service accommodation provision.

All staff must consult the MOD **capped hotel rates** for spend limits in each location. The Booking Service website will raise a warning if you select a hotel exceeding the capped rate. To proceed with such a booking, you must have line manager written approval of Band D/ OF2/OR7 or above (or locally delegated budget management staff).

Exceptional circumstances where you might exceed a cap rate include: the only hotel available; an overall saving; concern as a ‘lone traveller’.

**Travel & Subsistence**

Spend taxpayers’ money responsibly.

If in doubt about what to claim, seek advice from your line manager, budget manager, or from Unit HR/Admin Staff and/ or DBS – it is best to check before you commit to expenditure. Details for military personnel is in **JSP 752**, and for civilian staff in the **Policy Rules and Guidance**.

You cannot claim for alcohol purchased whilst undertaking business travel, either as part of a meal or consumed in isolation.

**Subsistence cost limits**: You can claim for actual receipted expenditure, within the subsistence limits detailed below, (**not** at a flat rate). You must obtain and retain itemised receipts for all claims. If you do not have a receipt you will need auditable line manager approval, e.g. by email, before you claim, and you must keep the approval.

Over 5 hours **£5.00**

Over 10 hours **£10.00**

Over 12 hours **£15.00**

Evening Meal **£22.50** (overnight stay)

Breakfast\* **£10.00**

\* when not included in the hotel/B&B rate

Motor Mileage Allowance (MMA) – UK

There are a number of different rates which are related to UK vehicle travel:

* Motor Mileage Allowance (up to 10,000 miles) 30p per mile
* Motor Mileage Allowance (over 10,000 miles) 25p per mile
* Motorcycle 24p per mile
* Pedal cycle 15p per mile
* Passenger Supplement 3p per mile for first

passenger; 2p per mile for second and additional passengers

* Equipment Supplement 2p per mile (taxable)
* Excess Fares Allowance 30p per mile

**Home to Duty Liability**

The Home To Duty Liability (HTDL) is the travel cost incurred getting to/from your normal place of work. This should be deducted from expenses incurred when undertaking business travel to/from the home and a business location. This deduction does not apply to travel

between business locations.

Using a Private Vehicle is probably the easiest application. If you normally drive to work and use your vehicle for business travel, then your Motor Mileage Allowance claim should have a deduction commensurate with the normal mileage to work. So, if you normally travel 10 miles to/from your normal place of work (total 20 miles) and drive 30 miles to/from a

business location (total 60 miles), the claim should be reduced by 20 miles. This results in a net MMA claim of 40 miles. The deduction only applies to travel to/from the home and

business location; not between your normal work place and business location(s).

**Attachment 8 – Statement Relating to Good Standing (PCR 2015)**

**The Statement Relating To Good Standing**

**Contract Title:** Provision of Technical Assurance Support (TAS)

**Contract Number:** 701578417

1. We confirm, to the best of our knowledge and belief, that ***boxxe Limited*** including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of ***boxxe Limited*** has not been convicted of any of the following offences within the past 5 years:

* 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

* 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

* 1. common law offence of bribery;

* 1. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

* 1. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

* + 1. the common law offence of cheating the Revenue;
    2. the common law offence of conspiracy to defraud;
    3. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
    4. fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;
    5. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
    6. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
    7. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
    8. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or
    9. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

* 1. any offence listed:

* + 1. in section 41 of the Counter Terrorism Act 2008; or
    2. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

* 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;
  2. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

* 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

* 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

* 1. an offence under section 59A of the Sexual Offences Act 2003;

* 1. an offence under section 71 of the Coroners and Justice Act 2009;

* 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

* 1. an offence under section 2 or 4 of the Modern Slavery Act 2015;

* 1. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

* + 1. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

* + 1. created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

* 1. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.

1. ***boxxe Limited*** further confirms to the best of our knowledge and belief that within the last 3 years it:

* 1. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;

* 1. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

* 1. has not committed an act of grave professional misconduct, which renders its integrity questionable;

* 1. has not entered into agreements with other suppliers aimed at distorting competition;

* 1. Is not subject to a conflict of interest within the meaning of regulation 24;

* 1. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;

* 1. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;

* 1. is not guilty of serious misrepresentation in providing any information required by this statement.

* 1. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;

* 1. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

* 1. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

**Organisation’s name: boxxe Limited**

# **Signed: REDACTED**

**(By Director of the Organisation or equivalent)**

**Name: REDACTED**

**Position: CHIEF REVENUE OFFICER**

**Date: 12/10/2021**

**Attachment 9 – Cyber Implementation Plan**

|  |  |
| --- | --- |
| **Contract Title:** | The Provision of Technical Assurance Support (TAS) |
| **MOD Contract Number:** | 701578417 (DInfoCom/0185) |
| **CSM Risk Acceptance Reference:** | RAR-ANPX62UC |
| **CSM Cyber Risk Level:** | Low |
| **Name of Supplier (to be shared with the MOD only):** | boxxe Limited |
| **Current Level of Supplier Compliance:** | Cyber Essentials Plus (SAQ-995989919); Low |
| **Reasons why Supplier is unable to achieve full compliance:** | n/a |
| **Measures planned to achieve compliance/ mitigate the risk with associated dates:** | n/a |
| **Anticipated date of compliance/mitigations will be in place:** | n/a |
| **Current Cyber Essential Plus Certification No:** | IASME-CEP-006373 |
| **Expiry Date:** | 11 November 2022 |
| **Renewal certification to be issued to the Authority:** | Annually until expiration of the Contract |
| **Name:** | REDACTED |
| **Position:** | Account Director |
| **Date:** | 7 December 2021 |

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

**MOD TERMS**

1. DEFINITIONS
   1. In this Schedule, the following definitions shall apply:

|  |  |
| --- | --- |
| **"MOD Terms and Conditions"** | the terms and conditions listed in this Schedule; |
| **"MOD Site"** | shall include any of Her Majesty's Ships or Vessels and Service Stations; and |
| **"Officer in charge"** | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments. |

1. ACCESS TO MOD SITES
   1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Services.
   2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
   3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's Personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
   4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
   5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
   6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
   7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
   8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier
2. DEFCONS and DEFFORMS
   1. The DEFCONS and DEFORMS listed in the Annex to this Schedule are incorporated into this Contract.
   2. In the event of a conflict between any DEFCONs and DEFFORMS listed in the Annex to this Schedule and the other terms in this Contract, the DEFCONs and DEFFORMS shall prevail.

**MOD DEFCONs AND DEFFORMs**

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| **DEFCON Number** | **Description** |
| DEFCON 5J | Unique Identifiers |
| DEFCON 76 | Contractor's Personnel at Government Establishments |
| DEFCON 129J | The Use of The Electronic Business Delivery Form |
| DEFCON 513 | Value Added Tax |
| DEFCON 514 | Material Breach |
| DEFCON 515 | Bankruptcy and Insolvency |
| DEFCON 516 | Equality |
| DEFCON 518 | Transfer |
| DEFCON 520 | Corrupt Gifts and Payments of Commission |
| DEFCON 522 | Payment and Recovery of Sums Due |
| DEFCON 526 | Notices |
| DEFCON 527 | Waiver |
| DEFCON 529 | Law (English) |
| DEFCON 531 | Disclosure of Information |
| DEFCON 532B | Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority) |
| DEFCON 534 | Subcontracting and Prompt Payment |
| DEFCON 537 | Rights of Third Parties |
| DEFCON 539 | Transparency |
| DEFCON 550 | Child Labour and Employment Law |
| DEFCON 566 | Change of Control of Contractor |
| DEFCON 602B | Quality Assurance (without Quality Plan) |
| DEFCON 604 | Progress Reports |
| DEFCON 611 | Issued Property |
| DEFCON 625 | Co-operation on Expiry of Contract |
| DEFCON 632 | Third Party Intellectual Property – Rights and Restrictions |
| DEFCON 642 | Progress Meetings |
| DEFCON 658 | Cyber  Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low as defined in DEF-STAN 05-138 |
| DEFCON 659A | Security Measures |
| DEFCON 660 | Official-Sensitive Security Requirements |
| DEFCON 694 | Accounting for Property of the Authority |
| **DEFFORM Number** | **Description** |
| **The latest version of the above documents can be accessed at –**  **https:**[**//www.gov.uk/acquisition-operating-**](http://www.gov.uk/acquisition-operating-)**framework** | |

1. **AUTHORISATION BY 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.

1. OFFICIAL (internet facing), OFFICIAL-SENSITIVE, and SECRET. [↑](#footnote-ref-1)