



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated TBC 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 <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. 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/or Goods 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 1 (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 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

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

- 1.1 the Framework, except Framework Schedule 18 (Tender);
- 1.2 the Order Form;
- 1.3 the Call Off Terms; and
- 1.4 Framework Schedule 18 (Tender).



Section A

General information

Contract Details	
Contract Reference:	708148451
Contract Title:	ICT Engineering, Digital Change Management and Assurance Service
Contract Description:	<p>The requirement is for a technical digital and engineering management services solution that will support Engineering, Delivery, Assurance and Operational Command ICT requirement and solution definition services within the MDDS Enabling Services Team (EST) including:</p> <ul style="list-style-type: none">a. Support to Navy Command Headquarters (NCHQ) and Maritime Operational units in the fixed domain in the planning, delivery, and support of shoreside ICT/CIS based digital capabilities. Interpreting developing and assuring delivery of the Command CIS Information Exchange Requirement (IER).b. Assurance, Delivery and Engineering Management services in support of Navy Digital products and capabilities to the Deployed maritime environment, including trial initiatives and early Technical Readiness Level (TRL) products.c. Management and engineering support to discrete products delivered through Defence Digital to the Deployed Maritime domain including Ship Alongside (SAS) Capability and associated equipment and the Maritime Multimedia (MMM) programme.
Contract Anticipated Potential Value:	this £6,500,000.00 (including additional call off activities and option years)
Estimated Year 1 Charges:	Redacted under FOIA Section 43, Commercial interests



Commencement Date: this should be the date of the 1st August 2023
last signature on Section E of this Order Form

Buyer details

Buyer organisation name
Ministry of Defence

Billing address
Your organisation's billing address - please ensure you include a postcode
Navy Command, Leach Building, Portsmouth, PO2 8BY

Buyer representative name
The name of your point of contact for this Order
Commercial Officer – Redacted under FOIA Section 40, Personal Information

Buyer representative contact details
Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.
Email: navyfd-comrcl-procureteam@mod.gov.uk Skype: Redacted under FOIA Section 40, Personal Information

Buyer Project Reference
Please provide the customer project reference number.
708148451

Supplier details

Supplier name
The supplier organisation name, as it appears in the Framework Agreement
Carbon60 Limited

Supplier address
Supplier's registered address
800 The Boulevard, Capability Green, Luton, Bedfordshire, LU1 3 BA

Supplier representative name
The name of the Supplier point of contact for this Order
Redacted under FOIA Section 40, Personal Information

Supplier representative contact details
Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.
Redacted under FOIA Section 40, Personal Information

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.

**Guarantor details**

N/A

Guarantor Company Name

The guarantor organisation name
N/A

Guarantor Company Number

Guarantor's registered company number
N/A

Guarantor Registered Address

Guarantor's registered address
N/A

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Crown Commercial Services Framework Technology
Services 3, RM6100 Lot 3c.
Operational Services - Technical Management

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
3	60 (5)

Initial Term Months

36 Months

Extension Period (Optional) Months

2 x 12 months

Minimum Notice Period for exercise of Termination Without Cause

30 Calendar days for Contract
(15 Calendar days for any Tasking Orders placed under the Contract)

Sites for the provision of the Services

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



The majority effort against tasking is expected to be completed via remote working of service providers. Elements of tasking and project work will require attendance, predominantly in and around the Portsmouth Naval Base area (e.g. NCHQ, MCSU, HMNB). The delivery team will be required to visit/work in other Military locations across the UK.

This link, <https://www.royalnavy.mod.uk/our-organisation/bases-and-stations>, shows the main Navy Command managed sites and locations this contract will cover; however, this is not exhaustive as smaller sites may not be listed.

Buyer Premises:

Navy Command Headquarters, Leach Building, Whale Island, Portsmouth PO2 8BY

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

Provision of access to the required MoD ICT on which this requirement will be developed and delivered requires a minimum of SC clearance.

MoD ICT will be used throughout this service and supplier ICT is not to be used for the delivery of this service. The supplier must ensure all personnel have the relevant security clearances to access necessary MoD ICT.

Additional Standards

Delivery of the outputs must adhere to:

1	JSP 604	Defence Manual for Information and Communications Technology (ICT)
2	JSP 440	Defence Manual of Security and Resilience
3	JSP 441	Information, Knowledge, Digital and Data in Defence
4	JSP 490	Defence Crypto Security Operating Instructions
5	JSP 491	Cryptographic Handling Instructions
6	JSP 892	Risk Management
7	JSP 940	Quality Management



8	JSP 945	MOD Policy for Configuration Management
9	JSP 375	Management of Health and Safety in Defence
10	JSP 418	Management of Environmental Protection in Defence.
11	DSA01.1	Defence Safety Authority (DSA) DSA01.1 Defence Policy for Health and Safety and environmental protection
12	DSA02-DMR	DSA02– Defence Maritime Regulations for Health, Safety and Environmental Protection
13	MOD KiD	Ministry of Defence Knowledge in Defence (KiD) framework
14	BR 10	Navy Command Safety and Environmental Management Systems (NC SEMS)

Buyer Security Policy

Security Clearance (SC) is required as a minimum and must be in place at the start of the contract. Suppliers' personnel will be required to visit MOD establishments (e.g. NCHQ, HMNB Portsmouth, Dstl PDW) during the course of the contract and will need to provide evidence of clearances.

DV (Developed Vetting) will be required for specific engineering team members for administration activities on AS/S domains. All support to Outputs 1 must hold DV.

Where Contractor personnel are required to access classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, as detailed on a Security Aspects Letter. If Contractor personnel are working with any sensitive information they may be required to sign a Non-Disclosure Agreement and/or a Conflicts of Interest statement.

Buyer ICT Policy

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

As detailed in JSP604

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

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.



As detailed in **Attachment 1 – Services Specification**

Goods

Should any goods be required, prices will be agreed

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part B – Long Form Governance Schedule	Applicable

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part B – Long Form Change Control Schedule	Applicable

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £1,000; and
- for the purpose of Paragraph 8.2.2, the figure shall be £1,000,000.



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and 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 Lots 2, 3 and 5.

Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	Applicable
S2: Testing Procedures	Applicable
S3: Security Requirements	Part A
S4: Staff Transfer	Applicable
S5: Benchmarking	Applicable
S6: Business Continuity and Disaster Recovery	Applicable
S7: Continuous Improvement	Applicable
S8: Guarantee	Not Applicable
S9: MOD Terms	Applicable

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C2: Security Measures	Applicable

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Draft Security Management Plan To Be Inserted When Supplied



Crown
Commercial
Service

Section D Supplier Response

Commercially Sensitive information

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

TBC



Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name	Redacted under FOIA Section 40, Personal Information
Job role/title	Redacted under FOIA Section 40, Personal Information
Signature	Redacted under FOIA Section 40, Personal Information
Date	Jul 24, 2023

For and on behalf of the Buyer

Name	Redacted under FOIA Section 40, Personal Information
Job role/title	Redacted under FOIA Section 40, Personal Information
Signature	Redacted under FOIA Section 40, Personal Information
Date	25/07/23



Attachment 1 – Services Specification

Statement of Requirements/Specification

ICT Engineering & Digital Change Management and Assurance Services: Statement of Requirements

Introduction - ICT Engineering & Digital Change Management and Assurance Service

1. NAVY DIGITAL (ND) MDDS (Maritime Digital Delivery Services) requires a technical digital enabling service to support, assure and assist engineering management and delivery of ICT (Information Communications Technology) and Digital Capabilities in both the fixed (shoreside and deployed (afloat) maritime environments. The service must ensure and assure Digital Capabilities are compliant with established Ministry of Defence (MOD) Force generation, Change Management and Assurance processes. This is a key enabling service which directly supports operational organisations across the RN (Royal Navy) and their wider outputs. Without this support there would be unacceptable increase to initial and through-life capability costs, time delays to capability delivery and support and significant loss of operational effectiveness as well as digital support to Welfare services. An unsustainable resource strain on wider areas of the MOD to sustain key digital capability as required by the RN and its Operational partners would also be seen.

2. This requirement is for a service to deliver the outcome and outputs below for a minimum of 24 months to ensure delivery of Outputs in support of the Navy Digital and Data Plan outcomes.

SOW deliverables Background

3. The aim is to procure digital services to support MDDS delivery of the following benefits:

- a. Informed and assured delivery of coherent adaptable and resilient Command and Control (C2) and Communication and Information Systems (CIS) capabilities for shoreside RN requirements and digital outcomes
- b. Value for money and the flexibility to deliver Maritime focussed digital enabling capabilities. Supporting and enabling quality outcomes in a timely manner to Defence Digital led programmes in the Maritime Enterprise in a cost-effective manner.
- c. Increased resilience including support for future expansion as the digitisation of the Navy continues to grow



Overview of Requirement

4. The requirement is for a technical digital and engineering management services solution that will support Engineering, Delivery, Assurance and Operational Command ICT requirement and solution definition services within the MDDS Enabling Services Team (EST) including:

- a. Support to Navy Command Headquarters (NCHQ) and Maritime Operational units in the fixed domain in the planning, delivery, and support of shoreside ICT/CIS based digital capabilities. Interpreting developing and assuring delivery of the Command CIS Information Exchange Requirement (IER).
- b. Assurance, Delivery and Engineering Management services in support of Navy Digital products and capabilities to the Deployed maritime environment, including trial initiatives and early Technical Readiness Level (TRL) products.
- c. Management and engineering support to discrete products delivered through Defence Digital to the Deployed Maritime domain including Ship Alongside (SAS) Capability and associated equipment and the Maritime Multimedia (MMM) programme.

SOW Deliverables – Outcome Description

5. MDDS EST outputs support the delivery of the Navy Digital and Data Plan ([link](#))

Outcomes:

- Outcome 1: Cohered, curated, and assured data from the HQ to the tactical edge
- Outcome 2: Smarter decision making at all levels of command
- Outcome 3: Efficient business processes that drive force readiness and sustainability
- Outcome 4: Improved cyber security and resilience
- Outcome 5: Enhanced integrated effects from the maritime domain
- Outcome 6: Adaptable and resilient C2 systems
- Outcome 7: Faster integration of capabilities to the front line
- Outcome 8: Empowered digitally savvy workforce that is inspired to create and collaborate

6. Engineering & Digital Change management and assurance services is required to enable the following Summary of MDDS EST outputs:

- a. Output 1: The IER development, enablement, and assurance of resilient C2 and CIS fixed systems in the Maritime Domain.
- b. Output 2: The Support to the assurance and compliance of ND owned products and capabilities deployed in the Maritime Domain.



- c. Output 3: Safe, secure, and compliant delivery and Engineering Management of Navy Digital owned digital products and capabilities deployed in the Maritime Domain.
- d. Output 4: Support, through provision of (WCQ charge level) Maritime Engineering acumen, the delivery, assurance, and operation of Ship Alongside (SAS) and Maritime Multimedia (MMM), which are, Defence Digital owned and delivered fixed and deployed products, in the Maritime Domain.

Outputs in detail

7. The detail of the outputs required to meet all 4 outputs are detailed below. In order to deliver '**Output 1: The IER development, enablement and assurance of resilient C2 and CIS fixed systems in the Maritime Domain.**', the following will need to be conducted in Table 1:

Table 1 – Output 1 delivery

Ref	Description
1.1	Provide support to Navy Command Force Generation (FGen) area
1.2	Solution driven understanding for fixed IER fulfilment in the Maritime Domain
1.3	Digital and data requirement understanding to support IER development
1.4	Interact with and drive the Engineering Change Request (ECR) assurance process and the role of Site Co-ordinating Installation Design Authority (SCIDA) teams for fixed systems within the Maritime Domain
1.5	Service Resilience planning and implementation
1.6	Provide support to Maritime Command and Battle Staff teams around IER generation and optimal fulfilment
1.7	Generate all relevant artefacts iaw recognised MOD process

8. In order to deliver '**Output 2: The Support to the assurance and compliance of ND owned products and capabilities deployed in the Maritime Domain**', the following will need to be conducted in Table 2.

Table 2 – Output 2 delivery

Ref	Description
2.1	Practical application of business processes in support of change (including Change Impact Assessment Process (CIAP), Design Change Management Form (DCMF), Installation Guidance Package (IGP), Certificate of Clearance for Use (CCU)
2.2	HAZ ID, SEAR (Safety Environment Assessment Report), Safety Case generation (Safe to Operate)



2.3	Integration/co-operation with all DE&S (Defence Equipment and Support) and Commercial capability change process stakeholders
2.4	Working alongside 'safe to operate' partners such as DE&S, Operational Duty Holder (ODH), Delegated Duty Holder (DDH) and other Navy Command areas
2.5	Support ND FGEM and ND Desk officer requirements
2.6	Working alongside In-Service Capability Management (ISCM) team, assistance in development of capability planning, costings, and delivery
2.7	Support to nominated NAVY DIGITAL Accountable Persons (AP) as detailed within ND Safety and Environmental Management Plan (SEMP) as Equipment Approval Authority (EAA) lead officers
2.8	Project and Engineering Management support to ND MDDS EST/CPM
2.9	Maintain Maritime Communications Support Unit (MCSU) EAA SEMP
2.10	Generate all relevant artefacts iaw recognised MOD process

9. In order to deliver '**Output 3: Safe, secure and compliant delivery and Engineering Management of Navy Digital owned digital products and capabilities deployed in the Maritime Domain**', the following will need to be conducted in Table 3:

Table 3 – Output 3 delivery

Ref	Description
3.1	Support Management plans – L1-4 provision, generation of knowledge articles, integration into existing support structures
3.2	Support Through Life Management Plan (TLMP) generation, obsolescence management, asset management, disposal
3.3	Interrogate Risk Management and Accreditation Document Set (RMADs) evidence, Technical Release and Readiness Assessment (TRRA) and High-Level Design (HLD) documents
3.4	Knowledge of compliance standards (Table 9)
3.5	MOD Change Management and Configuration Control
3.6	MOD Testing and acceptance processes
3.7	Safe by design and safe to operate as determined by MOD definitions, processes, and empowered authorities
3.8	MOD Risk and Hazard Management structures and policies
3.9	Royal Navy and wider MOD Duty Holder engagement and understanding of Duty Holder roles
3.10	Manage delivery of emerging and funded ICT Digital solutions against ND endorsed requirement and MOD Acquisition processes
3.11	Generate all relevant artefacts iaw recognised MOD process including production of Engineering Guidance Pack (EGP), or Installation Solution (IS) to enable complex change to be delivered to maritime units

10. In order to deliver '**Output 4: Support, through provision of (WCQ charge level) Maritime Engineering acumen, the delivery, assurance, and operation of Ship Alongside (SAS) and Maritime Multimedia (MMM), which are, Defence Digital owned and delivered fixed and deployed products, in the Maritime Domain**', the following will need to be conducted in Table 4.



Table 4 – Output 4 delivery

Ref	Description
4.1	Provision of Maritime Weapon Engineering (WCQ charge level) support to Defence Digital SAS Delivery Team
4.2	Provision of Maritime Weapon Engineering (WCQ charge level) support to Defence Digital MMM Delivery Team
4.3	Generate all relevant artefacts iaw MOD recognised MOD process

Timescales

The Core Requirement of this contract will start on 1st August 2023 and run for 36 months at a cost of £3M Ex VAT which includes £25K travel and subsistence. This requirement will need the option to extend by 24 months (1+1) subject to further approvals.

Location

The majority effort against tasking is expected to be completed via remote working of service providers. Elements of tasking and project work will require attendance, predominantly in and around the Portsmouth Naval Base area (e.g. NCHQ, MCSU, HMNB). The delivery team will be required to visit/work in other Military locations across the UK.

This link, <https://www.royalnavy.mod.uk/our-organisation/bases-and-stations>, shows the main Navy Command managed sites and locations this contract will cover; however, this is not exhaustive as smaller sites may not be listed.

All Travel and Subsistence (T&S) expenses must comply with the MoD T&S Policy.

All suppliers are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR (General Data Protection Regulation) and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>

Governance

Weekly – Weekly update to the requirement owner on task progress and issues.

Bi-Annually – Bi-Annual review with requirement owner to capture Risks and Issues in Microsoft Project Online (under Navy Portfolio) and review progress towards delivery and performance against stated KPIs (Key Performance Indicators) and forward look to set priorities and tasks for the following year.



Acceptance

The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

Performance Management

The KPIs below are aligned to delivery of the stated Outcomes for the requirement and performance. The performance against the KPIs will be assessed in line with the review frequency associated with that KPI and performance score allocated in line with the metric stated. The overall service delivery performance will be assessed at the Quarterly Performance Review and evidence drawn from the performance against KPIs.

KPI 1	Reporting
KPI Description:	Input to MSCU quality assurance Audit and Report
Frequency	Annually
KPI Performance Thresholds:	
'Good' (Contractual Target):	Report delivered by due date
'Approaching target' threshold:	Due date +1 week
'Requires Improvement' threshold:	Due date +2 weeks
'Inadequate' threshold:	Not delivered
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 2	Reporting
KPI Description:	Representation of Eng and Assurance svc at EST triage meeting
Frequency	Weekly
KPI Performance Thresholds:	
'Good' (Contractual Target):	All meetings attended
'Approaching target' threshold:	95% meetings attended
'Requires Improvement' threshold:	90% meetings attended
'Inadequate' threshold:	Less than 90% attended
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



KPI 3	Triage
KPI Description:	Representation of Eng and Assurance svc at EST triage meeting
Frequency	Weekly
KPI Performance Thresholds:	
'Good' (Contractual Target):	All meetings attended
'Approaching target' threshold:	95% meetings attended
'Requires Improvement' threshold:	90% meetings attended
'Inadequate' threshold:	Less than 90% attended
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 4	MCSU CCU Assurance
KPI Description:	Ensure all MCSU CCUs in date for review
Frequency	Ongoing
KPI Performance Thresholds:	
'Good' (Contractual Target):	100% in date
'Approaching target' threshold:	95% in date
'Requires Improvement' threshold:	90% in date
'Inadequate' threshold:	Less than 90% in date
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

Government Furnished Assets

Provision of access to the required MoD ICT on which this requirement will be developed and delivered requires a minimum of SC clearance.

Security

Security Clearance (SC) is required as a minimum and must be in place at the start of the contract. Suppliers' personnel will be required to visit MOD establishments (e.g. NCHQ, HMNB Portsmouth, Dstl PDW) during the course of the contract and will need to provide evidence of clearances.

DV (Developed Vetting) will be required for specific engineering team members for administration activities on AS/S domains. All support to Outputs 1 must hold DV.



Personal Data

No personal data will be processed during the course of this contract

Quality & Standards

Delivery of the outputs in compliance with the following standards in Table 9:

Table 9 - Standards

Item	Number	Title
1	JSP 604	Defence Manual for Information and Communications Technology (ICT)
2	JSP 440	Defence Manual of Security and Resilience
3	JSP 441	Information, Knowledge, Digital and Data in Defence
4	JSP 490	Defence Crypto Security Operating Instructions
5	JSP 491	Cryptographic Handling Instructions
6	JSP 892	Risk Management
7	JSP 940	Quality Management
8	JSP 945	MOD Policy for Configuration Management
9	JSP 375	Management of Health and Safety in Defence
10	JSP 418	Management of Environmental Protection in Defence.
11	DSA01.1	Defence Safety Authority (DSA) DSA01.1 Defence Policy for Health and Safety and environmental protection
12	DSA02-DMR	DSA02– Defence Maritime Regulations for Health, Safety and Environmental Protection
13	MOD KiD	Ministry of Defence Knowledge in Defence (KiD) framework
14	BR 10	Navy Command Safety and Environmental Management Systems (NC SEMS)

Health & Safety

Work to be conducted in line with MOD H&S practise derived from HSE guidance.

Environmental

Work to be conducted in line with MOD Environmental practise.



Implementation

The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

Exit

All information is to be stored on MOD devices and in MOD locations (no information to be stored on either, company laptops or personal device). The supplier should make adequate preparation for handover and knowledge transfer to new supplier. A key element to this contract will be information management and knowledge transfer. The supplier will ensure that all relevant documentation is created and stored within MOD configuration management policy.

3 months prior to the end of the contract the supplier will:

- Update a statement of work that details the current activities.

- Generate a service transition plan.

- Conduct a documents, information, and knowledge transfer to the successful tenderer.

- Correctly store and archive all information on MoD CIS in line with Navy Digital Information Management policy.

- Work with Navy Digital to ensure preparations for a smooth transition in service.

Software

MoD ICT will be used throughout this service and supplier ICT is not to be used for the delivery of this service. The supplier must ensure all personnel have the relevant security clearances to access necessary MoD ICT.

IPR or Other Rights

All IPR remains with MoD.

Acronyms

Any acronyms or Capitalised Terms should be listed with a description of what they are.



Attachment 2 – Charges and Invoicing

The total budget is £6,500,000 (excluding VAT) over a 5 year period. For years 1 – 3, £3,000,000.00 to cover the core services, with the option of a further £1,500,000.00 to call-off. The call off is to cover the additional capacity in the existing SOR. There are a further 2 option years of 1 + 1 at an additional cost of £2,000,000.00.

A Travel and Subsistence budget of £25,000.00 has been allocated. This is an addition to the monthly Core Service delivery price, but must be contained within the costed proposal, which is not to exceed £3.0M for the 'Core' service for the initial 36 month contract term.

Payments to be made in arrears via CP&F/Exostar. Invoices must be accompanied with time sheets broken down by service and/or product to enable appropriate cost management by the Authority.

Part A – Milestone Payments and Delay Payments

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1	Not Applicable			

Part B – Service Charges

Redacted under FOIA Section 43, Commercial interests

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Redacted under FOIA Section 43, Commercial interests

Additional Tasks or Services

The Authority shall be entitled to request additional tasks or services through the contract on both a firm price and a time and materials basis, dependent on the demand.

Where the Authority requires the supplier to complete an additional task that has clear deliverables or milestones, the Authority shall provide details of this requirement to the supplier in order for the supplier to provide a firm price for delivery of that task. If the Authority is content with the suppliers price, this task will be incorporated into the contract as an additional core service, for the relevant duration of the task, through a contract change.



Any additional services that are incorporated as core services will be included within the service level performance measures as per the contract.

Variation of Price (VOP)

All Prices for services for contract years 1 2 and 3 are firm prices which are not subject to any adjustment.

All Prices for services in optional contract years 1 and 2 are firm prices which (if those optional years are invoked) shall be the subject to a VOP adjustment in accordance with the following calculation:

$$V = P (a+b(O_i/O_0)) - P$$

where;

P is the firm price for goods and/or services delivered in contract year 1

a is 0.1, which is the non-variable element of prices

b is 0.9, which is the variable element of prices

O_i is the 12-month index average for the four quarters prior to the quarter in which the variation calculation is being made

O₀ is the 12-month index average for the four quarters prior to the quarter in which the contract commenced

Prior to any VOP adjustment, the prices for goods and/or services with delivery dates in contract option years 1 and 2 shall be the same as the prices stated for those services in contract year 1

VOP Review Dates shall be on day 1 of contract option year 1 and day 1 of contract option year 2

VOP adjustments shall be made on the VOP Review Date and the new prices, calculated in accordance with above, shall be incorporated into the contract through a formal contract amendment. The new prices shall remain in place for 12 months until any subsequent adjustment is made at the next VOP Review Date.

When a VOP adjustment calculation is made, the Contractor shall be obliged to provide the services at the prices calculated.

The Index to be used for the VOP calculation shall be the "Top Level SPPI, Sections H to U excl. Section K" produced by the Office of National Statistics. This takes precedent over any reference to indices in the Framework with regard VOP.

Travel & Subsistence

Where supplier personnel are working at one of the base or additional locations (Portsmouth, Portsdown), the supplier shall not claim travel and/or expenses costs in relation to any work undertaken

The supplier shall not claim travel and/or expenses costs in relation to general management of the services (for example, attendance at project boards, account and management meetings).

Where the Authority require supplier personnel to travel to any other locations, costs can only be claimed where they are clearly detailed with supporting evidence and in line with MOD rates.



Crown
Commercial
Service

All Travel and Subsistence expenses must comply with the MoD Travel and Subsistence Policy.

Part D – Risk Register

An on-going Risk Register will be maintained and reviewed at contract meetings but each specific risk and update will not be incorporated into the contract order form.

Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC



Crown
Commercial
Service

Part E – Early Termination Fee(s)

The supplier will be paid any fees that are due for work already completed (provided it was to the required standard) and for any costs incurred in the process of delivering services which have not yet been completed but only where the supplier can evidence costs have been reasonably incurred prior to termination.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan IN SOR

Suppliers Implementation Plan to be inserted.

The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

All suppliers are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR (General Data Protection Regulation) and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>



Attachment 4 – Service Levels and Service Credits

The KPIs below are aligned to delivery of the stated Outcomes for the requirement and performance. The performance against the KPIs will be assessed in line with the review frequency associated with that KPI and performance score allocated in line with the metric stated. The overall service delivery performance will be assessed at the Quarterly Performance Review and evidence drawn from the performance against KPIs.

KPI 1	Reporting
KPI Description:	Input to MSCU quality assurance Audit and Report
Frequency	Annually
KPI Performance Thresholds:	
'Good' (Contractual Target):	Report delivered by due date
'Approaching target' threshold:	Due date +1 week
'Requires Improvement' threshold:	Due date +2 weeks
'Inadequate' threshold:	Not delivered
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 2	Reporting
KPI Description:	Representation of Eng and Assurance svc at EST triage meeting
Frequency	Weekly
KPI Performance Thresholds:	
'Good' (Contractual Target):	All meetings attended
'Approaching target' threshold:	95% meetings attended
'Requires Improvement' threshold:	90% meetings attended
'Inadequate' threshold:	Less than 90% attended
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



KPI 3	Triage
KPI Description:	Representation of Eng and Assurance svc at EST triage meeting
Frequency	Weekly
KPI Performance Thresholds:	
'Good' (Contractual Target):	All meetings attended
'Approaching target' threshold:	95% meetings attended
'Requires Improvement' threshold:	90% meetings attended
'Inadequate' threshold:	Less than 90% attended
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 4	MCSU CCU Assurance
KPI Description:	Ensure all MCSU CCUs in date for review
Frequency	Ongoing
KPI Performance Thresholds:	
'Good' (Contractual Target):	100% in date
'Approaching target' threshold:	95% in date
'Requires Improvement' threshold:	90% in date
'Inadequate' threshold:	Less than 90% in date
Buyer Redress for failure to provide services at or above service levels.	Withhold 5% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
TBC	TBC	TBC
TBC	TBC	TBC
TBC	TBC	TBC

Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
TBC	TBC	TBC	TBC	TBC



Attachment 6 – Software

The Software below is licensed to the Buyer in accordance with Clauses 20 (Intellectual Property Rights) and 21 (Licences Granted by the Supplier).

The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC



Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	TBC	TBC
[Guarantor]	TBC	TBC
[Key Sub-contractor 1]	TBC	TBC
[Key Sub-contractor 2]	TBC	TBC

PART B – RATING AGENCIES

Dun & Bradstreet

Attachment 8 – Governance

PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

All contract meetings/boards will be scheduled as required not less than quarterly. To be discussed further at the initial start up meeting.

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

No personal data will be processed during the course of this contract.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	Details of performance against KPI's	Online via Government transparency website	Quarterly, if required in line with any Cabinet Office guidance
Contract	Contract Information and Total Price – commercial and personnel sensitive information redacted	Online via Government transparency website	At contract award

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

1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

- a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
- b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

To ensure information held on the 'MOD Enterprise Directory' is accurate, by contract commencement date, embedded workers with MOD.net accounts are to make best endeavours to clearly identify as a 'Contractor' within the Rank/Grade of their MOD.net Tally and Enterprise Directory Data. In addition, 'Contractor' must clearly be stated as their rank within the workers organisation Signature block.

Within the duration of this contract, all staff embedded at HM Establishments may be required to complete a Conflicts of Interest declaration. The supplier will also be required to ensure a Compliance Regime is enacted if any personnel provided by the supplier will be involved in the process for re-letting any follow on or other contracts for which the supplier may tender.

MOD shall own all IPR on any data, code, or development undertaken during the delivery of any professional service.

ANNEX - MOD DEFCONs AND DEFFORMs

DEFCON NUMBER	DESCRIPTION
DEFCON 5J	Unique Identifiers
DEFCON 68	Supply Of Data For Hazardous Articles, Material and Substances
DEFCON 76	Contractors Personnel At Government Establishments
DEFCON 129J	The Use Of Electronic Business Delivery Form
DEFCON 516	Equality
DEFCON 520	Corrupt Gifts And Payments Of Commission
DEFCON 522	Payment And Recovery OF Sums Due
DEFCON 531	Disclosure Of Information
DEFCON 532A	Protection Of Personal Data
DEFCON 601	Redundant Materiel applies in relation to DEFCON 611
DEFCON 611	Issued Property
DEFCON 658	Cyber
DEFCON 659A	Security Measures
DEFCON 660	Official Sensitive Security Requirements
DEFCON 671	Plastic Packaging Tax
DEFCON 694	Accounting For Property Of The Authority
DEFFORM NUMBER	DESCRIPTION
The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/guidance/knowledge-in-defence-kid	