**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 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;
12. Attachment 11 - Ad-Hoc Tasking Order Form
13. Attachment 12 – Monthly Statement of Work
14. Attachment 13 - Statement Relating to Good Standing (PCR 2015)
15. Attachment 14 - Expenses Policy
16. Attachment 15 -Cyber Implementation Plan
17. Attachment 16 - Supplier’s Response and
18. 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:

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

### the Order Form;

### the Call Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

|  |
| --- |
| **Contract Details** |
| **Contract Reference:** | 702107454 |

|  |  |
| --- | --- |
| **Contract Title:** | Provision of Army Data Warehouse as a Service (ADWaaS) (DInfoCom/0203) |

|  |  |
| --- | --- |
| **Contract Description:** | The Army Data Warehouse (ADW) is responsible for providing the core element of the Army’s Business Intelligence Strategy. It enables Army Digital Services (ADS) to provide a single repository for the consolidation of Army and Defence data, which is then used to enable reporting on Army activities. The ADW allows a single source interface to support multiple beneficiaries, rather than individual applications funding separate interfaces to serve their own ends alone. The ADW provides data to all ADS applications used across the MOD, including those hosted on the Defence Gateway (DGW) and by the Army Data Analytics Team (ADAT); it is critical to these capabilities that would cease to function without an operational ADW. |

|  |  |
| --- | --- |
| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | £2,170,050.00 ex VAT + £5,000,000.00 AHTVIn any instance Attachment 2 Part C Firm Priced Man-Day Rates will be utilised for both CORE & AD-HOC Activities |

|  |  |
| --- | --- |
| **Estimated Year 1 Charges:** | £723,350 ex VAT |

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| --- | --- |
| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | 1st October 2022 |

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

|  |
| --- |
| **Billing address**Your organisation’s billing address - please ensure you include a postcodeBlenheim Bldg, Army HQ, Monxton Road, Andover SP11 8HJ |

|  |
| --- |
| **Buyer representative name**The name of your point of contact for this OrderREDACTED |

|  |
| --- |
| **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. REDACTED |

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

|  |
| --- |
| **Supplier details** |
| **Supplier name**The supplier organisation name, as it appears in the Framework AgreementMastek (UK) Limited |

|  |
| --- |
| **Supplier address**Supplier’s registered addressPennant House, 2 Napier Court, Napier Road, Reading RG1 8BW |

|  |
| --- |
| **Supplier representative name**The name of the Supplier point of contact for this OrderREDACTED |

|  |
| --- |
| **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 |

|  |
| --- |
| **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.Click here to enter text. |

|  |
| --- |
| **Guarantor details***Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*  |
| **Guarantor Company Name**The guarantor organisation name NOT APPLICABLE  |

|  |
| --- |
| **Guarantor Company Number**Guarantor’s registered company numberNOT APPLICABLE |

|  |
| --- |
| **Guarantor Registered Address**Guarantor’s registered addressNOT APPLICABLE |

**Section B**

**Part A – Framework Lot**

|  |
| --- |
| **Framework Lot under which this Order is being placed***Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.*  |
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN
 | ☐ |
| 1. TRANSITION & TRANSFORMATION
 | ☐ |
| 1. OPERATIONAL SERVICES
 |  |
| a: End User Services | ☐ |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |
| d: Application and Data Management | X |
| 1. SERVICE INTEGRATION AND MANAGEMENT
 | ☐ |

**Part B – The Services Requirement**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Period***Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

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

 |
| **Initial Term** Months36 months (3 years) | **Extension Period (Optional)** MonthsNot Applicable |
| **Minimum Notice Period for exercise of Termination Without Cause**(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)* | 30 calendar days |

|  |
| --- |
| **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 Supplier shall provide the Services from the following Sites**:** **Buyer Premises:** Army Digital Services (ADS), Ramillies Bldg, Army HQ, Andover, Hampshire, SP11 8HJ |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Buyer Assets** *Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

|  |  |  |  |
| --- | --- | --- | --- |
| Item No | Description | Available Date | Return Date/ Confirmation of Disposal |
| 1 | Each contractor involved with ADWaaS:* A MoD Laptop
* MoDNet Network access.
* SDLC Think Client Laptop (In some cases if MOD Laptops not available.)
* AHE Network access.

The contractors will have access to the Army Data Warehouse (ADW), giving them sight of all the information that holds, which is circa 30+ sources systems. Contractors only get this access to live data once they have SC clearances.  | At contract award | Contract end date |

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| **Additional Standards** Guidance *Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.* Please refer to Attachment 1: Statement of Requirement |

|  |
| --- |
| **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.* NOT APPLICABLE  |

|  |
| --- |
| **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.* JSP 604, Defence Manual for Information and Communications Technology (ICT). |

|  |
| --- |
| **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 ApplicableProfessional Indemnity Insurance (£) – Not Applicable |

|  |
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| **Buyer Responsibilities** *Guidance Note: list any applicable Buyer Responsibilities below.* Provision of on-site access and office accommodation and access to buyer ICT systems |

|  |
| --- |
| **Goods***Guidance Note: list any Goods and their prices.* Not Applicable |

|  |  |  |  |  |  |  |
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| **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 A – Short Form Governance Schedule | x |
| Part B – Long Form Governance Schedule  |  |

The Part selected above shall apply this Contract.  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Change Control Procedure – Option Part A or Part B***Guidance Note: the Call-Off Terms has two options in respect of change control. 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 no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

|  |  |
| --- | --- |
| **Change Control Schedule** | **Tick as applicable** |
| Part A – Short Form Change Control Schedule | X |
| Part B – Long Form Change Control Schedule  | ☐ |

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 £NOT APPLICABLE and
* for the purpose of Paragraph 8.2.2, the figure shall be £NOT APPLICABLE
 |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **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***Guidance Note: Tick any applicable boxes below*

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

**Part B – Additional Clauses** *Guidance Note: Tick any applicable boxes below*

|  |  |
| --- | --- |
| **Additional Clauses** | **Tick as applicable** |
| C1: Relevant Convictions | Yes |
| C2: Security Measures | Yes |
| C3: Collaboration Agreement | Not 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 C - Alternative Clauses***Guidance Note: Tick any applicable boxes below*The following Alternative Clauses will apply:

|  |  |
| --- | --- |
| **Alternative Clauses** | **Tick as applicable** |
| Scots Law | Not Applicable |
| Northern Ireland Law | Not Applicable |
| Joint Controller Clauses | Yes |

Where selected above the Alternative 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**

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| --- |
| **Additional Schedule S3 (Security Requirements)***Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of “Security Management Plan” insert the Supplier’s draft security management plan below.* Not Applicable  |

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| **Additional Schedule S4 (Staff Transfer)***Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of “Fund” in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.* Not Applicable |

|  |
| --- |
| **Additional Clause C1 (Relevant Convictions)***Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of “Relevant Convictions” insert any relevant convictions which shall apply to this contract below.* Any conviction in a Court of Law |

|  |
| --- |
| **Additional Clause C3 (Collaboration Agreement)***Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.* Not ApplicableAn executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Daysfrom the Commencement Date:Not Applicable |

**Section D**

**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.*Supplier bid submission documentation, including Pricings and Workforce information |

**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 |
| Job role/title | REDACTED |
| Signature | REDACTED |
| Date | **13/07/2022** |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | REDACTED |
| Job role/title | REDACTED |
| Signature | REDACTED |
| Date | **20/07/2022** |

**Attachment 1 – Services Specification**

**ADW AS A SERVICE RESOURCE – STATEMENT OF REQUIREMENT**

|  |
| --- |
|  **Introduction**  The Army Data Warehouse (ADW) is responsible for providing the core element of the Army’s Business Intelligence Strategy.  It enables Army Digital Services (ADS) to provide a single repository for the consolidation of Army and Defence data, which is then used to enable reporting on Army activities.  The ADW allows a single source interface to support multiple beneficiaries, rather than individual applications funding separate interfaces to serve their own ends alone.  The ADW provides data to all ADS applications used across the MOD, including those hosted on the Defence Gateway (DGW) and by the Army Data Analytics Team (ADAT); it is critical to these capabilities that would cease to function without an operational ADW.  |
|  **Background**  ADS provides hosting and through life application-based information services to the Army and wider Defence.  It delivers hosting capability across three domains and supplies multiple application services that support a wide range of functions.  These contribute directly and indirectly to D Info’s missions and tasks, as given in the Army Command Plan.  ADS supports Army HQ, Field Army and Home Command, as well as Training Administration and Financial Management Information System  (TAFMIS) and Defence Learning and Management Capability (DLMC) activities.  The ADW is a key element of ADS, allowing it to achieve its objectives in support of all formations.  The level of technical support to maintain and develop ADW capabilities and functionality can only be provided by those with the specific skills and experience in the field of Data and Database Management.  This support is therefore a key enabler to the delivery of the D Info Data Sub strategy that provides the data to military applications, underpinning Programme THEIA; the digital transformation of the Army.  The ADW has evolved over more than twelve years and so to maintain and develop it, and peer test changes, a team of four developers, capable of understanding the capability from the code itself, is required.  They will address the priorities dictated by the SO1 Data Delivery, with one resource dedicated to producing outputs based on the ADW 3rd line support supplemental SOR.  All resources need to be flexible and capable of switching between development and peer testing duties as required by the business.   |
|  **Objectives**  Provide the technical expertise to manage and maintain the ADW in both the current, and future context, working to the priorities as dictated by the SO1 Data Delivery, using agile methodologies such as Kanban, and the Remedy change and incident management system.   |
|  **Scope**  Ensure the provision of the appropriate Suitably Qualified and Experienced Personel (SQEP) to manage and maintain the ADW within the context of the Oracle Common Platform version 3 (OCPv3) and, if required, migrating to, and operating in a cloud environment.   |
|  **ADW Developer/Tester**  **Requirements**  Manage, sustain, and maintain the ADW, and the structure and availability of the data held within it. This includes assurance that data is imported and exported correctly, interfaces are managed and maintained, and data is made available to end users as required. The team will:  Design, develop and unit test new or amended functionality as defined by change requests.  * Resolve/escalate incidents as they occur using KANBAN and a DevOps/Agile methodology.

 * Create dashboards and reports using Oracle Business Intelligence Enterprise Edition (OBIEE) and other tools as required.

 * Ensure that governance is adhered to throughout with regards to ADS and MOD Standards and Security Policies.

 * Conduct peer testing and ADW Performance analysis and monitoring, as directed by the Senior Developer, SO1 Data Delivery or the ADW Service Manager.

 * Manage and prioritise workloads to deliver at agreed milestones.
*
* Act as the point of contact for technical questions relating to the ADW and liaise with product owners and their customers to facilitate new change requests and gather user requirements.
*
* Create any documentation required by ADS, such as: release notes; technical descriptions and guides; Data Control Documents (DCD) and Interface Control Documents (ICD).
*
* Provide 3rd line support for all ADW functions.
*
* Provide early life support for new releases.
*

**Required Skills and Experience**  **Essential**  * In depth Oracle, SQL and Procedural/ Structured Query Language (PL/SQL).
* Database Design.
* Partitioning.
* Performance Tuning.
* Extract, Transform, and Load (ETL) Tools - Oracle Data Integrator (ODI).
* Knowledge of Oracle Cloud Infrastructure.
* Job Scheduling.
* Security Level - Current SC clearance required.
* -       Familiarity of OBIEE for creation of Rapid File Database (RPD), Dashboards &       Answers.
* Knowledge of the Oracle Virtual Private Database.
* Carry out Unit Testing as required.
* Carry out Integration testing as required.

 **Desirable**  * Experience with/of:

 * DevOps processes.
* Data Management and Data Quality analysis.
* Working within an Agile Methodology.
* Working in secure defence networks and the MOD.
* Working with REMEDY software for change and incident management.
* Consultancy experience to advise on future ADW changes, advancements, and developments.

 * -           Oracle Cloud Architect :
* OCI infra designing & configuration.
* Network designing & configuration.
* Compute/VMs, Storage & PaaS services configuration and provisioning.
* Security controls designing and configuration.
* Planning and coordinating patching and upgrades.
* OCI tenancy governance & maintenance.

 * -           Oracle Cloud Administrator:
* Compute/VMs, Storage PaaS services monitoring & management.
* Operating system monitoring and management.
* Backup configuration and monitoring.
* Cloud tasks automation.
* Setting up alerts & notifications
* User Access Management.

 * -           Oracle Cloud Database Administrator:
* Cloud Database Monitoring and maintenance
* Database performance tuning and optimization.
* Backup’s configurations & monitoring.

   |
| **Outputs/deliverables/milestones**  Start Date: 1 Oct 22  Expected Contract length: Three years. It is anticipated that this requirement would require up to 4 x 230 days per annum.  Work for DInfo (through ADS), Army HQ, Andover under existing ADW Capability as a Service.   |
| **Intellectual Property (IP) Rights (Known as IPR)**  IPR will belong to MOD.   |
| **Government Furnished Supplies**  MODNET Laptop, SDLC thin client   |
| **Approach (optional and only in exceptional circumstances)**    |
| **Payment**  As per existing ADW as a Service capability with monthly payments based on outcomes.   |
| **Contract management arrangements**  * Weekly meetings with ADAT and the ADW Service Managers.

 * Schedule of work agreed between ADAT and the ADW Service Manager with priorities being set by them at the weekly meetings.

  |
| **End of contract/Exit strategy**  30 Sep 25   |
| **Final Reminder**    |

**Attachment 2 – Charges and Invoicing**

**Part A – Milestone Payments and Delay Payments**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Milestone Description** | **Milestone Payment amount (£GBP)** | **Milestone Date** | **Delay Payments (where Milestone) (£GBP per day)** |
| M1 | *[insert description]* | *[insert amount]* | *[insert date as per Outline Implementation Plan]* | *[insert amount]* |
| M2 |  |  |  |  |
| M3  |  |  |  |  |
| M4 |  |  |  |  |
| M5 |  |  |  |  |

**Part B – Service Charges – NOT APPLICABLE**

|  |  |
| --- | --- |
| **Charge Number** | **Service Charges** |
| **[Service Line 1]** |
| [e.g. SL1C1] |  |
| **[Service Line 2]** |
| [e.g. SL2C1] |  |

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

REDACTED

**Part D – Risk Register – NOT APPLICABLE**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Column 1** | **Column 2** | **Column 3** | **Column 4** | **Column 5** | **Column 6** | **Column 7** | **Column 8** | **Column 9** | **Column 10** | **Column 12** |
| **Risk Number** | **Risk Name** | **Description of risk** | **Timing** | **Likelihood** | **Impact (£)** | **Impact (description)** | **Mitigation (description)** | **Cost of mitigation** | **Post-mitigation impact (£)** | **Owner** |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
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**Part E – Early Termination Fee(s) – NOT APPLICABLE**

**Attachment 3 – Outline Implementation Plan – NOT APPLICABLE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Milestone** | **Deliverables****(*bulleted list showing all Deliverables (and associated tasks) required for each Milestone*)** | **Duration****(*Working******Days*)** | **Milestone****Date** |
| M1 | [Concept Design] | [Statement of RequirementsSystem/Application SpecificationsInterface SpecificationsSystems Testing StrategyImplementation Strategy and PlanRisk and Issues Management PlanOutline Disaster Recovery PlanProject ScheduleService Management Plan] |  |  |
| M2 | [Full Development] | [Design Verification ReportsDesign Validation ReportsChange Management PlanSystem/Application Implementation PlanRisk and Issues ManagementProject ScheduleService Management Plan] |  |  |
| M3  | [System User Testing] | [System Test ReportRisk and Issues Management PlanProject Schedule Service Management PlanDefects LogFinal Inspection and Testing Report] |  |  |
| M4 | [User Readiness for Service] | [Training PlanRisk and Issues LogImplementation PlanOperations PlanData Conversion & Cutover PlanProject ScheduleService Management Plan] |  |  |
| M5 | [Implementation] | [Implementation PlanTraining Scripts] |  |  |
| M6 | [In Service Support] | [Post Implementation ReportData Conversion and Cut-Over PlanService Delivery ReportsRisk and Issues LogService Management PlanDefects Log] |  |  |

**Attachment 4 – Service Levels and Service Credits – NOT APPLICABLE**

*[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]*

**Service Levels and Service Credits**

| **Service Levels** | **Service Credit for each Service Period** |
| --- | --- |
| **Service Level Performance Criterion** | **Key Indicator** | **Service Level Performance Measure** | **Service Level Threshold** |
| [Accurate and timely billing of Buyer] | [Accuracy /Timelines] | [at least 98% at all times] | [ ] | [0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure] |
| [Access to Buyer support] | [Availability] | [at least 98% at all times] | [ ] | [0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure] |

The Service Credits shall be calculated on the basis of the following formula:

[Example:

|  |  |  |
| --- | --- | --- |
| Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)  | = | x% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer |
| Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)  | = | 23% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer] |

**Service Credit Cap**

[Insert details of the Service Credit Cap]

**Critical Service Level Failure**

[Insert details of the Critical Service Level Failure – examples are provide below for guidance.]

*[In relation to* ***[specify the relevant Service Level]*** *a Critical Service Level Failure shall include a delay in producing* ***[specify the relevant Deliverable]*** *ordered by the Customer in excess of* ***[specify the relevant time period]*** *more than once in any* ***[specify the relevant period]*** *or more than* ***[specify the relevant time period].***

*And/or*

*In relation to* ***[specify the relevant Service Level]*** *a Critical Service Level Failure shall include a loss of* ***[specify the relevant Availability]*** *during core hours* ***[specify the relevant core hours]*** *to the* ***[specify the relevant Service]*** *for more than* ***[specify the relevant time period]****, or* ***[specify the relevant time period].]***

**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** |
| REDACTED | Account Director | Contract Period |
|  |  |  |
|  |  |  |

**Part B – Key Sub-Contractors – NOT APPLICABLE**

**Attachment 6 – Software – NOT APPLICABLE**

### 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** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**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**  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**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)***(insert credit rating issued for the entity at the Commencement Date)* | **Credit Rating Threshold***(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)* |
| ***Mastek UK Limited*** | [D&B Failure Rating]  | [D&B Failure Rating – 10%]  |

**PART B – RATING AGENCIES**

* [Rating Agency 1 (e.g Standard and Poors)]
	+ Credit Rating Level 1 = [AAA]
	+ Credit Rating Level 2 = [AA+]
	+ Credit Rating Level 3 = [AA]
	+ Credit Rating Level 4 = [AA-]
	+ Credit Rating Level 5 = [A+]
	+ Credit Rating Level 6 = [A]
	+ Credit Rating Level 7 = [A-]
	+ Credit Rating Level 8 = [BBB+]
	+ Credit Rating Level 9 = [BBB]
	+ Credit Rating Level 10 = [BBB-]
	+ Etc.
* [Rating Agency 2 (e.g Moodys) ]
	+ Credit Rating Level 1 = [Aaa]
	+ Credit Rating Level 2 = [Aa1]
	+ Credit Rating Level 3 = [Aa2]
	+ Credit Rating Level 4 = [Aa3]
	+ Credit Rating Level 5 = [A1]
	+ Credit Rating Level 6 = [A2]
	+ Credit Rating Level 7 = [A3]
	+ Credit Rating Level 8 = [Baa1]
	+ Credit Rating Level 9 = [Baa2]
	+ Credit Rating Level 10 = [Baa3]
	+ Etc.
* [Rating Agency 3 (etc.) ]
	+ Credit Rating Level 1 = [XXX]
	+ Etc.
* Attachment 8 – Governance

**PART A – SHORT FORM GOVERNANCE – NOT APPLICABLE**

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

|  |
| --- |
| Operational Board |
| Buyer Members for the Operational Board | REDACTED |
| Supplier Members for the Operational Board | REDACTED |
| Frequency of the Operational Board | REDACTED |
| Location of the Operational Board | Until such time as COVID restrictions are lifted either by Skype or Microsoft Teams. When restrictions lifted at Army HQ, Andover |

**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:

|  |
| --- |
| Service Management Board  |
| Buyer Members of Service Management Board (include details of chairperson) | Not Applicable |
| Supplier Members of Service Management Board | Not Applicable |
| Start Date for Service Management Board meetings | Not Applicable |
| Frequency of Service Management Board meetings | Not Applicable |
| Location of Service Management Board meetings | Not Applicable |

|  |
| --- |
| Programme Board  |
| Buyer members of Programme Board (include details of chairperson) | Not Applicable |
| Supplier members of Programme Board | Not Applicable |
| Start date for Programme Board meetings | Not Applicable |
| Frequency of Programme Board meetings | Not Applicable |
| Location of Programme Board meetings | Not Applicable |

|  |
| --- |
| Change Management Board  |
| Buyer Members of Change Management Board (include details of chairperson) | Not Applicable |
| Supplier Members of Change Management Board | Not Applicable |
| Start Date for Change Management Board meetings | Not Applicable |
| Frequency of Change Management Board meetings | Not Applicable |
| Location of Change Management Board meetings | Not Applicable |

|  |
| --- |
| Technical Board |
| Buyer Members of Technical Board (include details of chairperson) | Not Applicable |
| Supplier Members of Technical Board | Not Applicable |
| Start Date for Technical Board meetings | Not Applicable |
| Frequency of Technical Board meetings | Not Applicable |
| Location of Technical Board meetings | Not Applicable |

|  |
| --- |
| Risk Management Board  |
| Buyer Members for Risk Management Board (include details of chairperson) | Not Applicable |
| Supplier Members for Risk Management Board | Not Applicable |
| Start Date for Risk Management Board meetings | Not Applicable |
| Frequency of Risk Management Board meetings | Not Applicable |
| Location of Risk Management Board meetings | Not Applicable |

**Attachment 9 – Schedule of Processing, Personal Data and Data Subjects – NOT APPLICABLE**

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

* + - 1. The contact details of the Buyer’s Data Protection Officer are: **[*Insert Contact details*]**
			2. The contact details of the Supplier’s Data Protection Officer are: **[*Insert Contact details*]**
			3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
			4. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | [**The Authority is Controller and the Supplier is Processor**The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:* ***[Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Authority]***

**The Supplier is Controller and the Authority is Processor**The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data*:** ***[Insert the scope of Personal Data for which the purposes and means of the processing by the Authority is determined by the Supplier]***

**The Parties are Joint Controllers**The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* ***[Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together]***

For the purpose of Clause 1.2 of the joint controller clauses the [insert either Buyer or Supplier] shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e). ***Insert for the purpose of Paragraph 1.2 of the joint controller clauses which Party (either Supplier or Buyer) shall be responsible for those matters listed in Clause 1.2(a) – (e), including whose privacy policy should apply i.e.*****The Parties are Independent Controllers of Personal Data**The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of*:** ***Business contact details of Supplier Personnel,***
* ***Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer’s duties under this Contract.***
* ***[Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.***

*e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]*  |
| Duration of the processing | ***[Clearly set out the duration of the processing including dates]*** |
| Nature and purposes of the processing | ***[Please be as specific as possible, but make sure that you cover all intended purposes.*** ***The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.******The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]*** |
| Type of Personal Data | ***[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]*** |
| Categories of Data Subject | ***[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particularwebsite etc.]*** |
| Plan for return and destruction of the data once the processing is completeUNLESS requirement under union or member state law to preserve that type of data | ***[Describe how long the data will be retained for, how it be returned or destroyed]*** |

**Attachment 10 – Transparency Reports**

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

* 1. Every week as new capabilities need new data; Remedy work tickets are raised which are prioritised daily. The supplier delivers them, grouping them up into releases agreed with the customer.
	2. Once these releases go live to the user, we call them to ensure they got what they wanted. Weekly Kanban meetings discuss and investigate through backlogs of work in detail, and monthly high-level meetings to take an overview of the contract and discuss any major issues, and quarterly meetings with the Commercial Team.

**Attachment 11 – Ad-Hoc Tasking Order Process Map & Form**

**AD-HOC TASKING ORDER PROCESS MAP AND INFORMATION**



Each Tasking Order is a MAXIMUM value and is to be based on the Firm Priced Man-Day Rates detailed at Annex A.

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 (AHTV).

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: 702107454 – DInfoCom/0203

TO:

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 SO2 ADS Service Operations. Mastek UK Limited 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 Annex A with support to be provided from existing or additional Mastek UK Limited resources.

5. Payment will be based on the approved monthly Statement of Work between the customer and ADS. To Note: No T&S costs are to be included if work is to be undertaken at the usual place of work. 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. Mastek UK Limited are to complete PART 2 of this Tasking Order Form with proposed staffing profile (additional resource) and provide a detailed response on who 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**

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

CONTRACT No: 702107454 – DInfoCom/0203

FROM:

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

a. List of roles No of Days Rate Price

 (as detailed in Annex A)

b. Travel Expenses (if applicable) No of Arisings Rate Price

c. Total MAX FIRM PRICE for the task (a+b) £

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: 702107454 – DInfoCom/0203

TO:

1. To be completed by SO2 ADS Service Operations (or nominated representative)

**DELETE EITHER A OR B AS APPROPRIATE**

A. The Maximum price offer to undertake Order Number 001 on Contract No 702107454 – DInfoCom/0203 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 702107454 – DInfoCom/0203 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 702107454 – DInfoCom/0203 is accepted as an Ad-hoc Task.

B. The Maximum price offer to undertake Order Number 001 on Contract No 702107454 – DInfoCom/0203 is not accepted as an Ad-hoc task.

SIGNATURE ……………………………………………………………………

NAME

APPOINTMENT Army D Info Commercial

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

DATE ………………………………………………………………………

**Attachment 12 – Monthly Statement of Work template**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Key Performance Indicators (TBA)**

|  |  |
| --- | --- |
|  |  |
|  |  |

 |  |
| **Service xxx – Jan 2022 Deliverables**  |  |  |  |  |  |  |  |  |  |
|  |  |  |  | Days booked per role |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
| **Ser**  | **Task**  | **Description/Deliverable** | **Timescale**  | **Role A** | **Role B** | **Role C** | **Days used** | **Completion**  | **Benefits delivered** | **Cost of task** | **% completed** |
| **1** |  |  |  |  |  |  | **0** |  |  | **£0.00** |   |
| **2** |  |  |  |  |  |  | **0** |  |  | **£0.00** |   |
| **3** |  |  |  |  |  |  | **0** |  |  | **£0.00** |   |
|  |  |  |  | 0 | 0 | 0 | 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 13 – Statement Relating to Good Standing (PCR 2015)**

**The Statement Relating To Good Standing**

**Contract Title:** The Provision of Army Data Warehouse as a Service (ADWaaS)

**Contract Number:** 702107454

1. We confirm, to the best of our knowledge and belief, that Mastek UK Ltd. 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 Mastek UK Ltd. 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;

* + 1. the common law offence of conspiracy to defraud;

* + 1. 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;

* + 1. 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;

* + 1. 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;

* + 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

* + 1. 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;

* + 1. fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

* + 1. 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

* + 1. 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;

* 1. 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. Mastek UK Ltd. 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: Mastek UK Ltd.**

REDACTED

**Signed**

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

**Name :** REDACTED

**Position:** REDACTED

**Date: 16-May-2022**

**Attachment 14 – Expenses 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 15 – Cyber Implementation Plan**

|  |  |
| --- | --- |
| **Contract Title:** | The Provision of Technical Design Office (TDO) |
| **MOD Contract Number:** | 702107454 (DInfoCom/0203)  |
| **CSM Risk Acceptance Reference:** | RAR-744111554  |
| **CSM Cyber Risk Level:** | High |
| **Name of Supplier (to be shared with the MOD only):**  | Mastek UK Limited |
| **Current Level of Supplier Compliance:** | Cyber Essentials Plus (SAQ- 167021039); High  |
| **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:** | ASME-CEP-006429 |
| **Expiry Date:** | 16 November 22 |
| **Renewal certification to be issued to the Authority:** | Annually until expiration of the Contract  |
| **Name:** | REDACTED |
| **Position:** | Account Director |
| **Date:** | 23/06/22 |

**Attachment 16 – Supplier’s Response**

 REDACTED

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

**See separate documents: Call Off Terms and Conditions AND Alternative and Additional Clauses**