Regulating and Monitoring Mechanism for
the Procurement of Government Public Cloud Services
(GPCS)

Introduction

Regulating and monitoring procedures are established for the on-going monitoring and regulating of GPCS providers' performance which will be assessed periodically by the user Bureaux/Departments (B/Ds) by means of Contractor Performance Appraisal Reports (CPARs) as shown in **Annex 1**.

2.	DPO will store and maintain the feedbacks of the CPARs submitted by user B/Ds on the GPCS providers' service performance. User B/Ds should evaluate provider's service performance against service contracts placed to them.

Reports on Contractors' Performance

3.	Apart from following the government procurement procedures and the standard set of terms and conditions to issue warning letters and terminate service contracts against those service providers of unsatisfactory performance, user B/Ds should compile and submit CPARs (whether adverse or not) on each GPCS contracts to DPO, which is the approval authority of maintaining the list of GPCS providers and their corresponding services.

4.	In this connection, user B/Ds will fill in CPARs assessing their contractors' performance on each GPCS contract at least once every six months if the service offered lasts for more than one year, or upon its completion/termination. Each CPAR covers two (2) main aspects, namely "Quality of the Subscribed Service" and "Deployment of the Subscribed Service by the Contractor", which are further divided into a number of specific aspects for detailed quality assessment. Based on a six-point scale system against each specific aspect, from score 1 (most unsatisfactory) to score 6 (most satisfactory), an adverse CPAR is one with the average score, on all the 11 applicable specific aspects, below 2.5.

5.	If the contractor has expressed its views in "Part IV: Feedback on

grading from the Contractor" of the CPAR not agreeing the unsatisfactory performance grading assessed by the Reporting Officer, the user B/D shall escalate the case to the Countersigning Officer, who is responsible for overseeing the concerned GPCS contract from a senior management perspective. The Countersigning Officer will decide whether to interview the contractor and/or to collect more information through written representations. Subject to the review done by the Countersigning Officer, no matter there is adjustment or not in any grading, the assessment will be considered as complete and the scores of all applicable specific aspects are final.

Delisting

6. Upon receiving adverse CPARs from user B/Ds, the GPCS Admin Team of DPO, which is led by a Senior Systems Manager, will consider and decide whether to delist a particular service of unsatisfactory performance, or a service provider itself.

7. **Annex 2** shows two decision tables on delisting a service and a provider respectively for general reference. If it is considered necessary to execute any delisting, the GPCS Admin Team will make a recommendation to a Chief Systems Manager for his/her consideration. If any delisting is decided, the GPCS Admin Team will inform the concerned GPCS provider accordingly.

8. In the event of any disagreements or complaints lodged by a provider in respect of the delisting decision, the provider concerned should submit additional/new written representations to the DPO for final review, which will be considered by an Assistant Commissioner (Common Services and Sourcing).

9. Notwithstanding anything herein to the contrary, DPO may also at any time, at its option and without cause, delist any particular service or any service provider for any period of time ("delisting period") without giving prior notice to the corresponding GPCS provider of such delisting.

Re-enlisting

10.   Delisted suppliers (or suppliers with delisted service) may apply for re-enlisting of its services, after the period specified in the letter of delisting, through submitting new application to the GPCS Admin Team.

Contractor Performance Appraisal Report
for Government Public Cloud Service Providers

Part I : Service Contract Information
  (Please use a separate sheet for each subscribed service)

Bureaux/Department (B/D):	
Name of Reporting Officer:	Post / Rank:
Contractor Name:	
Description of Subscribed Service:	
No. of users:	

Part II: Performance Assessment

Period and Type of Assessment :	From ___/___/___ (dd/mm/yy) to ___/___/___ (dd/mm/yy) [ ] **Completed/Terminated*** Service **- or -** [ ] **In-progress** Service * Delete as appropriate.

1. **Performance Grading:**
   "1" = "Most Unsatisfactory", "6"="Most Satisfactory", "NA"="Not Applicable"
2. **Please put a " √ " against the appropriate box, "[   ]"**
3. **Some yardsticks on grading are provided for general reference.**

(A) Quality of the Subscribed Service	"1"	"2"	"3"	"4"	"5"	"6"	"NA"
1. Serviceability *(Note: For any monthly serviceability level of 99%-99.5%, "2" may be given. For any monthly serviceability level of <99%, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

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	"1"	"2"	"3"	"4"	"5"	"6"	"NA"
2. Security *(Note: For any security incident leading to (a) the service interruption (not to be resolved within 4 hours) affecting <25% users or <10 users whichever is higher; or (b) DITSO has to be informed, "2" may be given. For any security incident leading to (a) the service interruption (not to be resolved within 4 hours) affecting >=25% users or >= 10 users whichever is higher; or (b) GIRO has to be informed (owing to the possibility of affecting the Government's image), "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

Comments:
(Please provide supporting information for any grading with score below "3")

(B) Deployment of the Subscribed Service by the Contractor	"1"	"2"	"3"	"4"	"5"	"6"	"NA"
1. Function Test[1] *(If the service failed the Function Test after 1 week from the date on which the service was submitted to the Function Test and the frequency is >2, "2" may be given. If the service failed the Function Test after 2 weeks from the date on which the service was submitted to the test and the frequency is >2, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
2. Reliability Test[2] *(If the service failed the Reliability Test after 4 weeks from the date on which the service was submitted to the Reliability Test and the frequency is >2, "2" may be given. If the service failed the Reliability Test after 8 weeks from the date on which the service was submitted to the test and the frequency is >2, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

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[1] According to the standard set of terms and conditions, user B/D can terminate the service if function test fails after 2 weeks.

[2] According to the standard set of terms and conditions, user B/D can terminate the service if reliability test fails after 8 weeks.

3. Delivery of the service[3] *(If the Contractor failed to provide the service ready for use >15 but <30 calendar days against the implementation plan and the frequency is >2, "2" may be given. If the Contractor failed to provide the service ready for use >=30 calendar days against the implementation plan and the frequency is >2, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
4. Exit Plan[4] *(If the Exit Plan was submitted >1 but <2 calendar months after contract award and the frequency is >2, "2" may be given. If the Exit Plan was submitted >=2 calendar months after contract award and the frequency is >2, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
5. Follow-up on critical incidents[5] *(If the lead time for reporting any critical incident was >4 but <8 hours and the frequency is >2, "2" may be given. If the lead time for reporting any critical incident was >=8 hours and the frequency is >2, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
6. Follow-up on non-critical incidents[6] *(If the lead time for completing any non-critical incident or providing reasonable explanations was >5 but <10 working days and the frequency is >2, "2" may be given. If the lead time for completing any non-critical incident or providing reasonable explanations was >=10 working days and the frequency is >2, "1" may be given.)*							
7. Promptness of helpdesk service[7] *(If the lead time for the solution or work-around provided for any enquiry was >24 but <48 hours and the frequency is >2, "2" may be given. If the lead time for the solution or work-around provided for any enquiry was >=48 hours and the frequency is >2, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

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[3] According to the standard set of terms and conditions, user B/D can terminate the service if delivery of service fails after 30 calendar days

[4] According to the General Requirements, an Exit Plan should be submitted within 1 month.

[5] According to the General Requirements, the lead time for reporting any critical incident should be within 4 hours.

[6] According to the General Requirements, the lead time for completing any non-critical incident or providing reasonable explanations should be within 5 working days.

[7] According to the General Requirements, the lead time for the solution or work-around provided for any enquiry should be within 24 hours.

8. Intellectual Property Rights (IPR) *(Note: For any confirmed incident against IPR affecting <25% users or <10 users whichever is higher, "2" may be given. For any confirmed incident against IPR affecting >=25% users or >= 10 users whichever is higher, "1" may be given.*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
9. Replacement of service team members[8] *(If the lead time for the replacement of any service team member was >5 but <10 calendar days and the frequency is >2, "2" may be given. If the lead time for replacement of any service team member was >=10 and the frequency is >2, "1" may be given.)*	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

Comments:
(Please provide supporting information for any grading with score below "3")

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[8] According to the standard set of terms and conditions, the lead time for the replacement of any service team members should be within 5 calendar days.

Part III: **Signatures for Completion of Assessment and Acknowledgement of Assessment**

Bureau/ Department	This assessment was completed by:
	Reporting Officer's Name: Date:
	Rank/Post: Phone No.:
	Reporting Officer's Signature:
Contractor	This assessment was acknowledged by:
	Name: Date:
	Job Title: Phone No.:
	Signature:

Part IV: **Feedback on grading from the Contractor (to be completed if disagree over the assessment in Part II and to be signed off by the Bureau/Department)**

(A) Quality of the Subscribed Service

    (If the Contractor chooses not to comment, please put a " √ " against this box,

    [   ].   Or else please provide supporting information below.)

(B) Deployment of the Subscribed Service by the Contractor

    (If the Contractor chooses not to comment, please put a " √ " against this box,

    [   ].   Or else please provide supporting information below.)

(C) Signatures

Contractor	This assessment was reviewed by: Signature:	Service Manager's Name:	Date: Phone No.:
Bureau/ Department	Comment(s) given by the Bureau/Department in response to the feedback given by the Contractor:		
	The assessment was finalised by: Signature:	Countersigning Officer's Name: Rank/Post:	Date: Phone No.:

Note: The Countersigning Officer should be different from the Reporting Officer and is responsible for overseeing the project from a senior management perspective.

Decision Table for Delisting Services

No. of calendar days to be delisted^9 for the concerned service:

Scenarios	No. of CPARs					
	<= 1	2 or 3	4 or 5	> 5	> 10	> 15
1. No. of adverse CPARs (i.e. average score < 2.5) of the same service received within a rolling 30-calendar day period	No action	No action	No action	30	60	90
2. No. of CPARs with Score "2" or below in "Serviceability" or "Security" aspect received within a rolling 30-calendar day period	No action	30	60	90	90	90
3. No. of CPARs with Score "1" in "Serviceability" or "Security" aspect received within a rolling 30-calendar day period	No action	120	150	180	180	180

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^{9} Delisting period can be taken together, with the longest one taking into effect.

Decision Table for Delisting Service Providers

No. of calendar days to be delisted for the concerned service provider:

Scenarios	No. of B/Ds affected			
	<= 5	> 5	> 10	> 15
1. No. of adverse CPARs of the same service provider received is > 5 within a rolling 30-calendar day period	No action	30	60	90
2. No. of CPARs of the same service provider with score "2" or below in "Serviceability" or "Security" aspect received is > 5 within a rolling 30-calendar day period	No action	30	60	90
3. No. of CPARs of the same service provider with score "1" in "Serviceability" or "Security" aspect received is > 5 within a rolling 30-calendar day period	No action	120	150	180