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 16/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (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://ccsagreements.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 Not Used
- 8. Attachment 7 Financial Distress Not Used
- 9. Attachment 8 Governance
- 10. Attachment 9 Schedule of Processing, Personal Data and Data Subjects
- 11. Attachment 10 Transparency Reports
- 12. Annex 1 Call Off Terms and Additional/Alternative Schedules and Clauses Not Used

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
- .1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	[REDACTED]
Contract Title:	PTTP Decommissioning of Legacy Quantum Devices
Contract Description:	Contract for the provision of framework lot 3 operational services - operational management (decommissioning) in the context of Prison Technology Transformation Programme
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	Up to £332,334.684 including VAT. With 10% contingency to allow for additional collections [REDACTED]
Estimated Year 1 Charges:	Up to £332,334.684 inc vat (£276,945.57 +vat)
Commencement Date: this should be the date of the last signature on Section E of this Order Form	15 February 2023 TBC

Buyer details

Buyer organisation name

The Secretary of State for Justice Ministry of Justice Commercial and Contract Directorate Zone 3.19, 3rd Floor 10 South Colonnade Canary Wharf E14 4PU

Billing address

Your organisation's billing address - please ensure you include a postcode Invoices will be sent to: Shared services Celtic Springs Business Park, P.O. Box 767 Newport. NP10 8FZ

Buyer representative name

The name of your point of contact for this Order

[REDACTED]

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. [REDACTED]

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement Computacenter UK Ltd Registration number 1584718

Supplier address

Supplier's registered address Hatfield Avenue Hatfield AL10 9TW

Supplier representative name

The name of the Supplier point of contact for this Order [REDACTED]

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.

[REDACTED]

Guarantor details

Guarantor Company Name

The guarantor organisation name Not Applicable

Guarantor Company Number

Guarantor's registered company number Not Applicable

Guarantor Registered Address Guarantor's registered address Not Applicable

Section B Part A – Framework Lot

Framework Lot under which this Order is being placed

1.	TECHNOLOGY STRATEGY & SERVICES DESIGN		
2.	TRANSITION & TRANSFORMATION		
3.	OPERATIONAL SERVICES		
	a: End User Services		
	b: Operational Management	Х	
	c: Technical Management		
	d: Application and Data Management		
5.	SERVICE INTEGRATION AND MANAGEMENT		

Part B – The Services Requirement

Commencement Date See above in Section A

Contract Period

Initial Term Months 6 months (to 11 August 2023) **Extension Period (Optional)** Months 6 months

Minimum Notice Period for exercise of Termination Without Cause: 30 Working Days (Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites: As specified in Attachment 1 – Services Specification

Buyer Premises: As per contract delivery plan detailed in Attachment 1 – Services Specification

Supplier Premises: [REDACTED]

Third Party Premises:

[REDACTED]

Buyer Assets

As per contract delivery plan detailed in Attachment 1 - Services Specification

Additional Standards

As specified in decommissioning requirements document detailed in Attachment 1 – Services Specification

Buyer Security Policy

As specified in decommissioning requirements document detailed in Attachment 1 – Services Specification

Buyer ICT Policy

As specified in decommissioning requirements document detailed in Attachment 1 – Services Specification

Insurance

Third Party Public Liability Insurance (£1,000,000 or 125% of the contract value):

Professional Indemnity Insurance ((£1,000,000 or 125% of the contract value)

Buyer Responsibilities

The Buyer is responsible for providing access and to the Supplier to Buyer locations and systems for the purposes of fulfilling the deliverables of this Contract.

Providing requested and agreed information necessary for fulfilling the deliverables of this Contract

The Buyer shall co-operate with the Supplier's reasonable requests to enable delivery of the project and respond to Supplier queries in a reasonable time.

The Buyer accepts that failure to deliver the dependencies in the time requested by the Supplier could cause project delays or additional charges.

Responsibility	Description
D01	Supplier must be informed if any tools are required for removal of kit at site. This may incur extra costs.
D02	A Buyer site representative must be available upon arrival and departure. If not, the collection may be aborted, and appropriate cancellation charges applied.

D03	All "Supervisory" BIOS passwords or Power-On passwords must be removed prior to collection or provided to Supplier via e-mail prior to collection. Failure to do so will lead to either:
	a) the product being failed, and the appropriate charges applied or;
	b) removal of BIOS password where technically possible and economically viable, with additional charged applied.
D04	It is End Customer's responsibility to advise of any special non-visible security markings used. Client labelling including security marking may affect the resale value of equipment. If when labels are removed, they leave a residue or non-removable mark, equipment will not be guaranteed to meet the quoted residual return.
D05	Any changes to this document must be transmitted electronically and acknowledged by Supplier in advance of any work being undertaken outside of this agreement.
D06	The Supplier understands that the Buyer as the requestor of this service is legally entitled to release the equipment for recovery and processing by Supplier as outlined within this document.
D07	In providing this service, Supplier shall only use the additional services of permitted organisations that meet the requirements of its own sub- contractor auditing process. Supplier shall ensure compliance with all relevant, current Health and Safety and Environmental legislation. Supplier shall maintain a duty of care register recording permit and license details of waste carriers, processors, recyclers and waste management companies used.

Goods

Not Applicable

Governance – Option Part A or Part B

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

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	X
Part B – Long Form Change Control Schedule	

Section C Part A - Additional and Alternative Buyer Terms Not Used

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	
S2: Testing Procedures	
S3: Security Requirements (either Part A or Part B)	Part A
S4: Staff Transfer	
S5: Benchmarking	
S6: Business Continuity and Disaster Recovery	
S7: Continuous Improvement	
S8: Guarantee	
S9: MOD Terms	

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	
C2: Security Measures	
C3: Collaboration Agreement	

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

Not Applicable

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A Not Used

Additional Schedule S3 (Security Requirements)

Not Applicable – Schedule S3 is not used; security requirements detailed in in decommissioning requirements document detailed in Attachment 1 – Services Specification

Additional Schedule S4 (Staff Transfer)

Not Applicable

Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement) Not Applicable

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.*

[REDACTED]

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	[REDACTED]

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

Attachment 1 – Services Specification

[REDACTED]

Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

[REDACTED]

Invoicing and Payment

Monthly invoice in line with collection volumes and delivery plan.

The payment method for this contract is by Electronic Bank Transfer (BACS). The Supplier will issue electronic invoices monthly in arrears. Invoices will be sent to the address detailed on the purchase order provided separately to this contract. All invoices must include contract and PO references and comply with the HMRC guidance for VAT invoices.

Additional Services

The Buyer may request additional services in scope of lot 3 as per the following service charges.

[REDACTED]

Return mechanism

The parties will agree a return mechanism withing 30 days of contract commencement. Committed and expected return amount are subject to revised volumes.

Part B – Service Charges : Indicative only: Charges based on actual volumes

[REDACTED]

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges N/A Not Applicable

Part D – Risk Register Not Applicable

Part E – Early Termination Fee(s) Not Applicable

Attachment 3 – Outline Implementation Plan

[REDACTED]

Attachment 4 – Service Levels and Service Credits

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

Service Levels and Service Credits

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

[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel]

[REDACTED]

Part B – Key Sub-Contractors

[Guidance Note: Insert details of Key Sub-Contractors and any additional information required in the below table or delete the table in its entirety and insert Not Applicable if there are no Key Sub-Contractors. This table should be based on the Key Sub-Contractors set out in Schedule 7 of the Framework] [REDACTED] Attachment 6 – Software Not Used

Attachment 7 – Financial Distress Not Used

Attachment 8 - Governance

PART A – SHORT FORM GOVERNANCE

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

[REDACTED]

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

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.

- 1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

[REDACTED]

Attachment 10 – Transparency Reports

[REDACTED]

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses Not Used