



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

The Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health and Social Care on behalf of NHSX

Billing address

Your organisation's billing address - please ensure you include a postcode

39 Victoria Street
Westminster
London
SW1H 0EU

Customer representative name

The name of your point of contact for this Order



[Redacted]

Customer representative contact details

Email and telephone contact details for the Customer's representative

[Redacted]
[Redacted]

Supplier details

Supplier name

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

Deloitte LLP

Supplier address

Supplier's registered address

1 New Street Square, London EC4A 3HQ

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

[Redacted]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

RM3804-Deloitte-Lot2-001

Section B

Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

1. TECHNOLOGY STRATEGY & SERVICES DESIGN
2. TRANSITION & TRANSFORMATION
3. OPERATIONAL SERVICES

Customer project reference

C25261

- ☐ NHSX Delivery Support Service
- ☒ Call Off Commencement Date



a: End User Services	<input type="checkbox"/>	The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form
b: Operational Management	<input type="checkbox"/>	
c: Technical Management	<input checked="" type="checkbox"/>	
d: Application and Data Management	<input type="checkbox"/>	

01/04/2021

4. PROGRAMMES & LARGE PROJECTS

a. OFFICIAL	<input type="checkbox"/>
a. SECRET (& above)	<input type="checkbox"/>

Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	4	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5 year term for this Lot

Call Off Initial Period Months
3.5

Call Off Extension Period (Optional) Months
2

Minimum Notice Period for exercise of Termination Without Cause 10
(Calendar days) Insert right (see Call Off Clause 30.7)

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.
List below if applicable

Not applicable

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document

Not applicable

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

Not applicable

Section C Customer Core Services Requirements



Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

Deloitte will provide four Delivery Support Service teams (9 FTEs in total) to establish programme delivery capability working with Customer staff and other suppliers. These Delivery Support service teams will bring previous experience of working in Digital delivery, including knowledge of working with your PMO teams at NHSX. In addition to the delivery of the service we will support the development of your delivery teams such that at the end of the delivery period you will have a reduced requirement for this service from a third party:

[Redacted]

- [Redacted]
[Redacted]
- [Redacted]
[Redacted]
- [Redacted]
[Redacted]
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- [Redacted]
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- [Redacted]
- [Redacted]

Location/Site(s) for provision of the Services

Remote

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules



Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

☐

A3: Staff Transfer

A4: Exit Management

A: PROJECTS - Optional

A1: Testing

☐

A2: Key Personnel

☐

B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

☐

B2: Continuous Improvement & Benchmarking

☐

B3: Supplier Equipment

☐

B4: Maintenance of the ICT Environment

☐

B5: Supplier Request for Increase of the Call Off Contract Charges

☐

B6: Indexation

☐

B7: Additional Performance Monitoring Requirements

☐

Tick any applicable boxes below

C: Call Off Guarantee

☐

D: Relevant Convictions

☐

E: Security Requirements

☐

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

☐

G: Security Measures

☐

H: MOD Additional Clauses

☐

Alternative Clauses

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

Tick any applicable boxes below

Scots Law
Or

☐

Northern Ireland Law

☐

Non-Crown Bodies

☐

Non-FOIA Public Bodies

☐

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

Not applicable



Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

Not applicable

Third Party Software

Not applicable

Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

Not applicable

Call Off Contract Charges and Payment Profile (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

Fixed monthly service fees

Part 1- Cost Breakdown – Delivery Support Service

Total cost of contract

£579,000

In the event the Customer is able to provide their own internal resources to provide the services described Deloitte will work with the customer to transition the service in no longer than 10 days of notice from the Customer and the above fees will be prorated.

The payment method for this Call-Off Contract is BACS, on receipt of a valid invoice.

The payment profile for the service is monthly, in arrears.

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]



Undisputed Sums Limit (£) <i>Insert right (see Call Off Clause 31.1.1)</i>	Click here to enter text.
Delay Period Limit (calendar days) <i>Insert right (see Call Off Clause 5.4.1(b)(ii))</i>	Not applicable.
Estimated Year 1 Call Off Contract Charges (£) For Call Off Contract Periods of over 12 Months	Not applicable
Enhanced Insurance Cover Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below	
Third Party Public Liability Insurance (£)	N/A.
Professional Indemnity Insurance (£)	N/A
Transparency Reports (see Call Off Schedule 6) Not applicable	
Quality Plans (see Call Off Clause 7.2) Not applicable	
Implementation Plan (see Call Off Clause 5.1.1) Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not applicable	
BCDR (see Call Off Schedule B1) Not applicable	
GDPR (see Call Off Clause 23.6) Not applicable	
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Supplier Equipment (see Call Off Clause B3) Not applicable	
Key Personnel & Customer Responsibilities (see Call Off Clause A2) <i>List below or append as a clearly marked document to include Key Roles</i>	



Key Personnel

Bill Hall will have overall responsibility for the delivery of this work as Engagement Partner.

Customer Responsibilities:

Our experience from engagements we have worked under Technology Services 2 framework or similar frameworks has been that those engagements are most successful where we clearly articulate our understanding of the client's responsibilities and our assumptions. We have captured these below:

Risks or Assumptions		
Risk or Assumption	Description (inc. mitigation if appropriate)	Responsibility
Decision-making	The Customer will make decisions related to scope, deliverables or dependencies in a timely manner, and facilitate the same from third parties as required	Deloitte NHSX
Tooling	The Customer will provide any hardware and software (including relevant licences) needed to deliver this service not available from Deloitte equipment. Where we are required by the Customer (whether expressly or implied), to use the products or services of a third party in conjunction with the delivery of the Services or Deliverables, we shall assume (without validation) that the relevant products or services shall be suitable to enable the Services to meet the requirements of the Customer as specified in the Order Form.	NHSX
Security Clearance	The Customer will advise of any additional security clearance requirements; all Deloitte staff have at least BPSS clearance.	NHSX
Volume of emails	As External Programme Communications Management service it is assumed that 50 emails will be received per week and 5 will require additional research	Deloitte NHSX
Time frames and milestones	We assume that the project timeline included in any tender documents is indicative only and will be subject to change. Any timetable will be dependent on the parties fulfilling their respective responsibilities.	Deloitte NHSX

Customer Dependencies or activities essential to delivery, to be provided by NHSX

Dependency or activity	Description
Scope of services	Customer shall be responsible for determining that the scope of the Services is appropriate for Customer's needs.



Timely review	Ensuring that deliverables are reviewed and approved in a timely manner and in accordance with the agreed acceptance procedure(s).
Managing third party and customer staff	Responsible for managing Customer's own staff and third-party suppliers effectively and in accordance with the provisions of the contract and any Statements of Work that are agreed.
Access to third party suppliers	Provide access to third party suppliers as reasonably required to support the required plan and activities. Specific third-party dependencies will be jointly agreed and tracked.
Notification of changing assumptions and requirements	Notifying Deloitte as soon as there is reason to believe that any assumptions that Deloitte are relying upon become invalid or are no longer accurate, or requirements have changed
Personal Data	Assurance that Deloitte will not be required to handle personal data on Deloitte devices, and responsibility for the security of all personal data processed on your infrastructure.
Change of circumstances	Informing Deloitte if you become aware of any circumstances or events which will or are likely to impact the provision of our services within the anticipated timescales.
Other interested stakeholders	Liaising with all other interested stakeholders as necessary (including but not limited to responding to Parliamentary Questions about our work and responding to audits and reviews by bodies such as IPA and NAO).
Legal & specialist advice	Obtain appropriate legal, technical or other specialist advice for systems or processes outside our scope to deliver, where this is required.
Environments	Provision of sufficient environments to allow the services to proceed in line with the pace of delivery.
Non-standard software	Reasonable procurement of all software, hardware and licenses required to develop, test and operate the Service.
Desk space in Customer offices	This service will be delivered remotely

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)

Not applicable

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document



Not applicable

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Not applicable

Section D

Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

[Click here to enter text.](#)

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

Total value is £579,000 plus VAT



Section E

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as "the Call Off Contract") for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	28/06/2021

For and on behalf of the Customer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	28/06/2021