



**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

Information System Services (ISS) part of the Ministry of Defence (MoD)

Billing address

CP&F

Customer representative name

REDACTED

Customer representative contact details

REDACTED

Supplier details

Supplier name

Borwell Limited



Supplier address REDACTED
Supplier representative name REDACTED
Supplier representative contact details REDACTED
Order reference number REDACTED

Section B Overview of the requirement

Framework Lot under which this Order is being placed <i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i>	Customer project reference <i>Please provide the customer project reference number.</i>
1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input checked="" type="checkbox"/>	N/A
2. TRANSITION & TRANSFORMATION <input type="checkbox"/>	Call Off Commencement Date <i>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</i>
3. OPERATIONAL SERVICES <input type="checkbox"/>	
a: End User Services <input type="checkbox"/>	15/01/2019
b: Operational Management <input type="checkbox"/>	
c: Technical Management <input type="checkbox"/>	
d: Application and Data Management <input type="checkbox"/>	
4. PROGRAMMES & LARGE PROJECTS	
a. OFFICIAL <input type="checkbox"/>	
a. SECRET (& above) <input type="checkbox"/>	

Call Off Contract Period (Term) Twelve (12) weeks	
Call Off Initial Period Twelve (12) weeks	Call Off Extension Period (Optional) Months N/A



Minimum Notice Period for exercise of Termination Without Cause N/A

Additional specific standards or compliance requirements

Minimum Security Clearance required

Customer's ICT and Security Policy

Security Management Plan

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)

1. SCOPE OF REQUIREMENT

- 1.1 The Ministry of Defence required a Supplier to deliver IntSys Team Campaign Plan over a 12 week term.
- 1.2 The requirement does not extend to the following:

Location/Site(s) for provision of the Services

REDACTED

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Additional Clauses.

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

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).

C: Call Off Guarantee

D: Relevant Convictions



A3: Staff Transfer		E: Security Requirements	<input checked="" type="checkbox"/>
A4: Exit Management			
A: PROJECTS - Optional <i>Only applies to Lots 1 and 2</i>		F: Collaboration Agreement Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)	<input type="checkbox"/>
A1: Testing	<input type="checkbox"/>		
A2: Key Personnel	<input type="checkbox"/>	G: Security Measures	<input type="checkbox"/>
B: SERVICES - Optional <i>Only applies to Lots 3 and 4a and 4b</i>			
B1: Business Continuity and Disaster Recovery	<input type="checkbox"/>	H: MOD Additional Clauses	<input checked="" type="checkbox"/>
B2: Continuous Improvement & Benchmarking	<input type="checkbox"/>	Alternative Clauses	
B3: Supplier Equipment	<input type="checkbox"/>	<i>To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses</i>	
B4: Maintenance of the ICT Environment	<input type="checkbox"/>	<i>Tick any applicable boxes below</i>	
B5: Supplier Request for Increase of the Call Off Contract Charges	<input type="checkbox"/>	Scots Law Or	<input type="checkbox"/>
B6: Indexation	<input type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

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

Organisations required to collaborate (Collaboration Suppliers) N/A	An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date <i>insert right</i>	N/A
	OR	
	An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form. <i>tick box (right) and append as a clearly marked complete document</i>	<input type="checkbox"/>



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

N/A

Third Party Software

N/A

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

N/A

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

The Total Contract Value will be £176,319.20 excluding VAT.

Payment will be made on satisfactory delivery of the Service Requirements as detailed within this Order Form.

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

N/A

Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

N/A

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

N/A

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)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
[Performance]	N/A	N/A	N/A
[Call Off Contract Charges]	N/A	N/A	N/A
[Key Sub-Contractors]	N/A	N/A	N/A
[Technical]	N/A	N/A	N/A
[Performance management]	N/A	N/A	N/A



Quality Plans (see Call Off Clause 7.2)			
Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)		Two (2) Weeks	
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)		Three (3) Weeks	
BCDR (see Call Off Schedule B1) <i>This can be found on the CCS RM3804 webpage. The document is titled RM3804 Additional Clauses.</i>			
		<input type="checkbox"/>	
An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract <i>tick box (right) and append as a clearly marked complete document</i>			
OR			
Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)		N/A	
Disaster Period (calendar days)		N/A	
GDPR (see Call Off Clause 23.6) <i>Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage</i>			
<hr/>			
Supplier Equipment (see Call Off Clause B3) <i>This can be found on the RM3804 CCS webpage. The document is titled RM3804 Additional Clauses.</i>			
X - Service Failures (number) <i>Where applicable insert right</i>	N/A	Y – Period (Months) <i>Where applicable insert right</i>	N/A
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 <i>List below or append as a clearly marked document to include Key Roles</i>		Customer Responsibilities <i>List below or append as a clearly marked document</i>	
N/A		8.1 The Authority commits to providing site passes and facilitating access to the required MOD sites specified in Section 17 - Security. This does not detract from the Potential Provider's responsibility to secure appropriate UK Security Clearance for its personnel.8.1.1 The site passes will remain the Authority's property and must be returned either at Contract Termination or sooner if they are no longer required for the	



purposes of this Contract. As far as reasonably practicable, the Authority will facilitate full access to MOD civil servants within IntSys to allow the Potential Provider to fulfil their obligations. This access must not be allowed to impact on the Authority's business needs, nor will access to the Authority's team members necessarily be guaranteed in the event of sick leave, annual leave or other absence

Relevant Conviction(s)

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

N/A

Appointment as Agent (see Call Off Clause 19.5.4)

Specific requirement and its relation to the Services Other CCS framework agreement(s) to be used

N/A

N/A

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

Service Levels

KPI/SLA	Service Area	KPI/SLA description	Target
1	Weekly Reports	The Supplier shall provide the Customer's project manager with a weekly update on progress milestones and progress towards completion of the overall task.	100%
2	Milestone Timescales	The Supplier shall make deliveries in accordance with the Key Milestone Plan.	100%
3	Quality of Deliverables	The Suppliers deliverables shall be subject to Customers approval. The Suppliers work will be of sufficient standard on the first occasion of approval.	95%
4	Quality of milestone deliveries returned after Authority review	If the Suppliers delivery of a milestone event is deemed by the Customer to require further work, the Supplier shall be notified of the areas requiring improvement and the two parties shall agree a rectification period for resolution and resubmission for re approval.	100%



Critical Service Level Failure (see Call Off Clause 9)

The Supplier's performance will be monitored against the timescales and the quality of the deliverables will be monitored against each detailed milestone event.

If performance issues occur the Customer shall consider its position in accordance with the Contract and overarching agreement terms.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **four (4)**.

Service Credits

Formula for calculation

System / Network Availability

$$\begin{aligned}
 & \text{v\% (Service Level Performance Measure) -} \\
 & \text{w\% (actual Service Level performance)} \qquad = \qquad \text{y\% / 0.5 = z (rounded down) x service credit} \\
 & \qquad \text{assigned = \% of the Call Off Contract Charges} \\
 & \qquad \text{payable to the Customer as Service Credits to} \\
 & \qquad \text{be deducted from the next Valid Invoice} \\
 & \qquad \text{payable by the Customer}
 \end{aligned}$$

Worked example:

$$\begin{aligned}
 & 99.99\%(\text{e.g. Service Level} \\
 & \text{Performance Measure requirement} \\
 & \text{for Service Level Performance} \\
 & \text{Criterion of Network Availability}) \\
 & - 97.2\% (\text{e.g. actual performance} \\
 & \text{achieved against this Service Level} \\
 & \text{Performance Criterion in a Service} \\
 & \text{Period}) \qquad \qquad \qquad = \qquad 2.79\% / 0.5 = 5.58 \text{ (rounded down from 5.58) x} \\
 & \qquad 0.5 = 2.5 \% \text{ of the Call Off Contract Charges} \\
 & \qquad \text{payable to the Customer as Service Credits to} \\
 & \qquad \text{be deducted from the next Valid Invoice} \\
 & \qquad \text{payable by the Customer}
 \end{aligned}$$

Speed of Answering Calls

$$\begin{aligned}
 & \text{x\% (Service Level Performance Measure) -} \\
 & \text{y\% (actual Service Level performance)} \qquad = \qquad \text{z\% x service credit assigned = \% of the Call Off} \\
 & \qquad \text{Contract Charges payable to the Customer as} \\
 & \qquad \text{Service Credits to be deducted from the next} \\
 & \qquad \text{Valid Invoice payable by the Customer}
 \end{aligned}$$

Worked example:

$$\begin{aligned}
 & 98\% (\text{e.g. Service Level Performance} \\
 & \text{Measure requirement for Service Level} \\
 & \text{Performance Criterion of First Time} \\
 & \text{Response}) - 94\% (\text{e.g. actual performance} \\
 & \text{achieved against this Service Level} \\
 & \text{Performance Criterion in a Service Period}) \\
 & \qquad \qquad \qquad = \qquad 4\% \times 0.5 = 2\% \text{ of the Call Off Contract} \\
 & \qquad \text{Charges payable to the Customer as Service} \\
 & \qquad \text{Credits to be deducted from the next Valid} \\
 & \qquad \text{Invoice payable by the Customer}
 \end{aligned}$$



Time To Fix

If **x%** (Service Level Performance Measure) - **y%** (actual Service Level performance)

= Each incident breaching the SLA hours then **z%** of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer **plus** for Severity 1 and 2 incidents a further **v%** charge is payable for each and every whole hour beyond the SLA hours for that incident type

Worked example:

100% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of Time to Fix for Severity 1 incidents) - 96% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period). The incident took 5.5 hours to fix.

= Failed the 100% so The incident took 1.5 hours (5.5 - 4) longer than the 4 hour SLA resulting in 2% +0.5% (1 whole hour over SLA) = 2.5% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

N/A

**Additional Performance Monitoring Requirements
Technical Board**

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* N/A

**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

N/A

Total contract value



Crown
Commercial
Service

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements

The Total Contract Value will be £176,319.20 excluding VAT.

Payment will be made on satisfactory delivery of the Service Requirements as detailed within this Order Form.



Section E Call Off Contract award

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	REDACTED

For and on behalf of the Customer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	REDACTED