



**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 4 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Contract RM6100 dated 16 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Contract**") and should be used by Buyers conducting a further competition under the Framework Contract.

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 Contract) 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 Contract and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk/agreements/RM6100>. 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 Term.

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. The following Attachments with reference to the corresponding Schedule in the Call-Off Terms. Attachments to this Order Form either replaces (i) an Annex to a Schedule in the Call-Off Terms or (ii) a Schedule to the Call-Off Terms in its entirety (for example, Attachment 2.1 (Services Description)):

Attachment to the Order Form	Schedule to the Call-Off Terms
Attachment 2.1 (<i>Services Description</i>)	See Schedule 2.1 (<i>Services Description</i>)
Attachment 2.2 (<i>Key Performance Indicators and Subsidiary Performance Indicators Tables</i>)	See Schedule 2.2 (<i>Performance Levels</i>)
Attachment 2.3 (<i>Environmental Requirements</i>)	See Schedule 2.3 (<i>Standards</i>)
Attachment 2.4 (<i>Information Management System</i>)	See Schedule 2.4 (<i>Security Management</i>)
Attachment 3 (<i>Buyer Responsibilities</i>)	See Schedule 3 (<i>Buyer Responsibilities</i>)
Attachment 4.1 (<i>Supplier Solution</i>)	See Schedule 4.1 (<i>Supplier Solution</i>)
Attachment 4.2 (<i>Commercially Sensitive Information</i>)	See Schedule 4.2 (<i>Commercially Sensitive Information</i>)
Attachment 4.3 (<i>Notified Key Sub-Contractors</i>)	See Schedule 4.3 (<i>Notified Key Sub-Contractors</i>)
Attachment 4.4 (<i>Third Party Contracts</i>)	See Schedule 4.4 (<i>Third Party Contracts</i>)

Attachment 5 (<i>Software and Trademarks</i>)	See Schedule 5 (<i>Software and Trade Marks</i>)
Attachment 6.1 (<i>Outline Implementation Plan</i>)	See Schedule 6.1 (<i>Implementation Plan</i>)
Attachment 6.2 (<i>Test Success Criteria</i>)	See Schedule 6.2 (<i>Testing Procedures</i>)
Attachment 7.1 (<i>Charges</i>)	See Schedule 7.1 (<i>Charges and Invoicing</i>)
Attachment 7.2 (<i>Maximum Payments on Termination</i>)	See Schedule 7.2 (<i>Payments on Termination</i>)
Attachment 7.3 (<i>Approved Benchmarkers</i>)	See Schedule 7.3 (<i>Benchmarking</i>)
Attachment 7.4 (<i>Financial Distress</i>)	See Schedule 7.4 (<i>Financial Distress</i>)
Attachment 7.6 (<i>Risk, Regulatory Compliance and Financial Crime</i>)	See Schedule 7.6 (<i>Risk, Regulatory Compliance and Financial Crime</i>)
Attachment 8.1 (<i>Representation and Structure of Governance</i>)	See Schedule 8.1 (<i>Governance</i>)
Attachment 8.4 (<i>Transparency Reports and Records to Upload to Virtual Library</i>)	See Schedule 8.4 (<i>Reports and Records Provision</i>)
Attachment 9.1 (<i>List of Notified Sub-Contractors</i>)	See Schedule 9.1 (<i>Staff Transfer</i>)
Attachment 9.2 (<i>Key Personnel</i>)	See Schedule 9.2 (<i>Key Personnel</i>)
Attachment 11 (<i>Processing Personal Data</i>)	See Schedule 11 (<i>Processing Personal Data</i>)
Attachment 12 (<i>Collaboration Agreement</i>)	See Schedule 12 (<i>Collaboration Agreement</i>)

3. Annex 1 – Call-Off Terms and Additional/Alternative Clauses.

The Order of Precedence shall be as set out in Clause 1.4 of the Call-Off Terms being:

- (a) the Framework, except Framework Schedule 18 (*Tender*);
- (b) the Order Form and its Attachments (other than Attachment 4.1 (*Supplier Solution*) and its Annexes) and Schedule 2.2 (*Performance Levels*) and its Annexes;
- (c) the Call-Off Terms (including the Schedules and their Annexes) (other than Schedule 2.2 (*Performance Levels*) and its Annexes which is dealt with above in (b));
- (d) Attachment 4.1 (*Supplier Solution*) and its Annexes (if any); and
- (e) Framework Schedule 18 (*Tender*).

Section A

General Information

Contract Details	
Contract Reference:	23-F-04
Contract Title:	Digital Experience and Digital Enablement
Contract Description:	The Digital Experience and Digital Enablement package is part of NS&I's Rainbow programme, and provides the capabilities needed to deliver digital self-service experiences and journeys to NS&I's retail banking customers, and to enable Assisted Digital support. It will deliver these services to mobile app, website and voice assistant channels.
Contract Anticipated Potential Value: this £112,500,000 should set out the total potential value of the Contract	

Buyer details
Buyer organisation name Director of Savings (National Savings & Investments)
Billing address Your organisation's billing address - please ensure you include a postcode NS&I, 20 Great Smith Street, London, SW1P 3BT
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 44.3 of the Call-Off Terms. [REDACTED]
Buyer Project Reference Please provide the customer project reference number. 23-F-04

Supplier details
Supplier name The supplier organisation name, as it appears in the Framework Contract IBM UNITED KINGDOM LIMITED
Supplier address Supplier's registered address P.O. Box 41, North Harbour, Portsmouth, Hants, PO6 3AU

Supplier representative name

The name of the Supplier point of contact for this Order. This must include an email for the purpose of Clause 44.3 of the Call-Off Terms.

Supplier representative contact details

Email and telephone contact details of the supplier's representative

Order reference number

A unique number provided by the supplier at the time of quote

N/A.

Section B

Part 1 – Framework Lots (for multi-Lots only)

Framework Lot under which this Order is being placed

*Guidance Note: where a buyer is conducting a multi-lot procurement and Lot 4 is one of those (which in that case this Order Form and corresponding Call-Off Terms will apply to all Lot(s) under that procurement, tick below which Lot(s) apply in addition to Lot 4. Where this is not a multi-lot procurement and only Lot 4 applies, this Part 1 does **not need** to be completed.*

- | | |
|---|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 4. MAJOR SERVICES TRANSFORMATION PROGRAMMES | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part 2 – Contract Details

Term

Guidance Note – this should be a period in months from the Effective Date should not exceed the maximum permitted duration for Lot 4 which is 84 months (7 years)

Initial Term

Guidance Note – this should be a period in months from the Effective Date, up to the maximum period set out above

56 Months

Extension Period

Guidance Note – where the initial term above is not for the maximum permitted term and the buyer wants the option to include an extension period then inset the period of the extension in months, noting always that this cannot exceed the maximum permitted duration for Lot 4 (including the initial term) of 84 months (7 years).

12 Months + 6 Months + 6 Months

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, where applicable and agreed between the Parties, provide the Services from the following Sites:

Buyer Premises:

- NS&I, Sanctuary Buildings, Great Smith Street, London SW1P 3BT
- NS&I, Ribble House, Ballam Road, Lytham FY8 4TS
- NS&I, Wearside House, Riverside Place, Durham DH1 1SL
- NS&I, Capella, 60 York Street, Glasgow G2 8JX

Please note the NS&I locations listed above may be subject to change and updated through a Change Control process at a later date if NS&I moves to a new location.

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Contract.

Not Applicable

Insurance

Guidance Note: if this 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/.Products Liability Insurance - £10,000,000 (ten million pounds) (per event) and in the aggregate

**Data Protection Limit of Liability - £70,000,000 (seventy million pounds)*

Property Insurance (includes infrastructure) - £10,000,000 (ten million pounds)

Employer Liability insurance – Statutory limit applies

**Professional Indemnity Insurance - £70,000,000 (seventy million pounds)*

**Cyber Insurance - £50,000,000 (fifty million pounds)*

The items marked (*) above are covered by the Supplier's E&O Cyber policy, as detailed in Annex 1 of this Order Form.

Notwithstanding the provisions of Clause 29 of the Contract, the Supplier shall upon the Effective Date (as defined in the Contract) and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Order Form. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of any of its liabilities and obligations under the Contract. The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Security Management – Option Part A or Part B

Guidance Note: Schedule 2.4 (Security Management) of the Call-Off Terms has two options in respect of Security Management. Refer to Schedule 2.4 (Security Management) for detailed guidance on which Part to select.

Security Management Schedule	Tick as applicable
Part A – Security Assurance (As amended in Schedule 2.4)	<input checked="" type="checkbox"/>
Part B – Security Accreditation	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Section C

Part 1 – Additional and Alternative Buyer Terms

Alternative Clauses and Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Alternative and Additional Terms and Conditions Lot 4

Part A – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Collaboration Agreement – the Buyers Collaboration Agreement as set out in Schedule 12 and Attachment 12 to the Order Form.	<input checked="" type="checkbox"/>
C2: MOD Clauses	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

Part B - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

Part 2 - Additional Information Required for Additional Clauses Selected in Part 1

Additional Clause C1 (Collaboration Agreement)

The Supplier shall be required to collaborate with the Relevant Third Party Suppliers (as defined in the Contract), this includes the provider of Digital Integration and Service Operations (IBM), the provider of Customer Contact and Operations and provider of Core Banking, Payment and Reporting (supplier identity to be confirmed following outcome of ongoing procurements).

An executed Collaboration Agreement (in the form provided for in Attachment 12 to the Order Form) shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Effective Date: as soon as possible and in any event within twenty (20) Working Days after the date of the Contract in accordance with Clause 4.2 (Condition Precedent).

Section D
Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Contract RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	

Attachments to this Order Form

Guidance Note: see separate document Lot 4 Order Form Attachments.

Annex 1 – Call Off Terms and Additional/Alternative Clauses

See separate document PPB Call Off Terms.

1 PROFESSIONAL ERRORS & OMISSIONS LIABILITY AND CYBER LIABILITY INSURANCE

1.1 **Insured:** the Supplier

1.2 **Interest:** to indemnify the Insured in respect of:

1.2.1 **Professional Liability** – all sums which the Insured shall become legally liable to pay, including damages and claimant's costs and expenses (including regulatory fines or penalties, data subject breach claims, claimant's costs and expenses), in respect of an actual or suspected defect or deficiency in service or failure to perform in accordance with the terms of the Contract, including any civil liability, any data protection, security losses and breaches happening during the period of insurance (as specified in Paragraph 1.4 below); and

1.2.2 **Cyber** – all sums which the Insured shall become legally liable to pay including, but not limited to damages, claimant's costs and expenses, costs to mitigate or remediate the impact of an attack or data breach or costs incurred in relation to breach of the Contract in respect of cyber-attacks and breaches of cyber security happening during the period of insurance (as specified in Paragraph 1.4 below),

arising out of or in connection with the provision of the Services and in connection with the Contract.

1.3 Limit of indemnity

1.3.1 In respect of Professional Liability, not less than £70,000,000 (seventy million pounds) per event and in the aggregate per annum.

1.3.2 In respect of Cyber, not less than £50,000,000 (fifty million pounds) per event and in the aggregate per annum.

1.4 Period of insurance

1.4.1 From the date of the Contract for the Term and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

1.5 Cover features and extensions

1.5.1 Not used.

1.6 Maximum deductible threshold

1.6.1 Not to exceed [REDACTED] for each and every Cyber Liability insurance claim.

2 OTHER REQUIRED INSURANCES

2.1.1 Third Party/Products Liability Insurance - £10,000,000 (ten million pounds) (per event) and in the aggregate. With respect to Claims made against the Buyer in relation to which the Third Party/Products Liability Insurance would apply, the Supplier shall ensure that its Third Party/Products Liability Insurance policy is endorsed to include the Buyer as an additional insured.

2.1.2 Property Insurance (includes infrastructure) - £10,000,000 (ten million pounds).

2.1.3 Employer Liability insurance – Statutory limit applies.