

**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 15th June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under 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 [Technology Services 3 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk). 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. Schedule 1 – Definitions-V2;
3. Schedule 2.1 – Statement of Service Requirements – Official Sensitive-V2
4. Schedule 2.2 – Statement of Service Requirements – Secret-V2
5. Schedule 2.3 – Statement of Service Requirements – Top Secret-V2
6. Schedule 2.4 – Buyer Service Management Process-V2
7. Schedule 2.6 – Policies and Standards-V2
8. Schedule 2.7 – Buyer Sites and Locations-V2
9. Schedule 3 – Service Levels, Credits and Performance Management-V2
10. Schedule 4 – Charging and Invoicing-V2
11. Schedule 5 – Dispute Resolution Procedure-V2
12. Schedule 6 – Change Control Procedure-V2
13. Schedule 7 – Reports and Records Provision-V2
14. Schedule 8 – Governance-V2
15. Schedule 9 – Financial Distress-V2
16. Schedule 10 – Software-V2
17. Schedule 11 – Exit Management Procedure-V2
18. Schedule 12 – Supplier Response-V2
19. Schedule 13 – Key Supplier Personnel & Key Sub-Contractors-V2
20. Schedule 14 – Processing, Personal Data and Data Subjects-V2
21. Schedule 15 – Additional / Alternative Clauses-V2
22. Schedule 16 – Transition Management-V2
23. Schedule 17 – Collaboration Agreement-V2
24. Schedule 18 – Contract Obligations-V2
25. Schedule 19 – Security-V2
26. Schedule 20 – Benchmarking-V2
27. Call Off Terms.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- (a) the Framework, except Framework Schedule 18 (Tender);
- (b) the Order Form;
- (c) the Call Off Terms; and
- (d) Framework Schedule 18 (Tender)

Section A - General information

Contract Details

Contract Reference:

[Click here to enter text.](#)

Contract Title:

End User Services and Applications
(EUS & APPS).

Contract Description:

The provision and delivery of End User Services and Application Services across three networks.

Contract Anticipated Potential Value: this should set out the total potential value of the Contract

Redacted Under FOIA Section 43, Commercial Interests

(inclusive of Transition and Core Contract Service Delivery, excluding optional extension period or periods of up to 24months beyond initial term) exclusive of VAT

There is an anticipated throughput **spend** of up to Redacted Under FOIA Section 43, Commercial Interests exclusive of VAT. This throughput is not committed to or guaranteed.

Total Value £131,791,202.76 exclusive of VAT and optional extension period or periods of up to 24months beyond the initial term but including non-committed anticipated throughput spend.

Estimated Year 1 Charges:

Redacted Under FOIA Section 43, Commercial Interests
Redacted Under FOIA Section 43, Commercial Interests

Contract Commencement Date: this should be the date of the last signature on Section E of this Order Form

2nd August 2024.

Buyer details

Buyer organisation name

Defence Science and Technology Laboratory (Dstl).

Billing address

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

Dstl Accounts Payable

Po Box 325, Portsmouth West

Portsmouth Hill Road, PO14 9HL

E: Redacted Under FOIA Section 40, Personal Information

Buyer representative name

The name of your point of contact for this Order

Programme and Transition:

Redacted Under FOIA Section 40, Personal Information (NISSS Programme Manager)

Redacted Under FOIA Section 40, Personal Information (Digital Transition Head)

Service Commencement:

Redacted Under FOIA Section 40, Personal Information

(Head of Service Delivery)

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.

Programme and Transition:

Redacted Under FOIA Section 40, Personal Information

(NISSS Programme Manager) e:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

(Digital Transition Head) e:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Service Commencement:

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Head of Service Delivery) e:

Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information
Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Buyer Project Reference

Please provide the customer project reference number.

[Click here](#) to enter text.

Supplier details

Supplier name

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

Capgemini UK Plc

Supplier address

Supplier's registered address

No.1 Forge End

Surrey

GU21 6DB

Supplier representative name

The name of the Supplier point of contact for this Order

Redacted Under FOIA Section 40, Personal Information

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.

Tel.:

Redacted Under FOIA Section 40, Personal Information

Mob.:

Redacted Under FOIA Section 40, Personal Information

E:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

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.

[Click here](#) to enter text.

Guarantor details

In accordance with Schedule 15 (Alternative and Additional Clauses) Part 3 (Guarantee) In the event of this applying to this Call-Off Contract, the details will be included of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

N/A.

Guarantor Company Number

Guarantor's registered company number

N/A

Guarantor Registered Address

Guarantor's registered address

N/A

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed
Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

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

Part B – The Services Requirement

Contract Commencement Date
 See above in Section A

Contract Period
Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months
 36 months

Extension Period (Optional) Months
 Up-to 24 months

Minimum Notice Period for exercise of Termination Without Cause 180 Calendar days
 (Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)* (equivalent of 6months)

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 provide the Services from the following Sites:

Buyer Premises:

See Schedule 2.7 (Buyer Sites and Locations)

Supplier Premises:

Supplier UK sites and **remote-access** (including working from home), as set out in the Buyer's requirements and Supplier's proposal at Schedule 12 or as otherwise agreed.

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

The Supplier will be provided with the necessary Dstl Hardware and Software to enable the Supplier to meet its contractual obligations.

Additional Standards

See Clause 13 (Standards), the definition of Standards in Schedule 1 of the Call-Off Contract Schedule 1 (Definitions).

Schedule 2.6 (Policies and Standards) shall apply this Call-Off Contract.

Redacted Under FOIA Section 43, Commercial Interests

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Dstl information and Communication Technology – ICT Acceptable Use Policy (available on request) and any other policy as advised by the Buyer from time to time.

Insurance

Guidance Note: if the Call Off 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 Public Liability Insurance (£) - Redacted Under FOIA Section 43, Commercial Interests

Professional Indemnity Insurance (£) - Redacted Under FOIA Section 43, Commercial Interests

The insurances relating to the Call-Off Contract shall be the Supplier's existing Group policies, as described in the completed Insurance Table that is included at Schedule 12.

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below

Schedule 18 (Contract Obligations) shall apply to this Call-Off Contract

The Buyer **Responsibilities** shall include any dependencies on the Buyer that are included in the Client Dependencies and Assumptions Log ("CDAL") submitted as part of the Supplier's proposal

at Schedule 12. A redacted copy of the CDAL is also attached Annex 2 to Order Form – Client Dependencies and Assumptions Log (“CDAL”).

Goods

Not Applicable

Governance

Schedule 8 (Governance) shall apply this Call-Off Contract.

Change Control Procedure

Schedule 6 (Change Control Procedure) and Schedule 8 (Governance) shall apply this Call-Off Contract.

Section C

Part A - Additional and Alternative Buyer Terms

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

The Alternative Clauses set out in Schedule 15 (Alternative and Additional Clauses) shall apply this Call-Off Contract.

Part B – NOT USED

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 Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Job role/title	UH BU ' Managing Director
Signature	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Date	1 st Aug 2024

For and on behalf of the Buyer

Name	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Job role/title	Head of Commercial Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Signature	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Date	1 st AUGUST 2024

Section D - Supplier Response

Please refer to Schedule 12 (Bidders Response) which is included in reference to the response to the Buyers ITT only. It shall not be used to further define or augment the Services description in the other schedules of this Call-Off Contract. The other Schedules to this Call-Off Contract define the description of the Services.

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.*

Charges information and rate-cards in Schedule 4 and any subsequent Variations, reports, etc.

Capgemini delivery methodology, policies and processes in Schedule 12.

The terms of the Supplier's insurance.

Staffing levels, skills, numbers of security cleared staff, terms of employment, selection methods and other information disclosed in relation to Supplier Staff.

Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).

Annex 2 to Order Form - Client Dependencies and Assumptions Log ("CDAL")

This Annex 2 to Order Form is a living document and regularly updated. For the purposes of this Call-Off Contract and avoidance of doubt the latest version shall be agreed as required. It is a working copy of CDAL and used as part of governance.

Attached separately

