**TECHNOLOGY SERVICES 2 AGREEMENT RM3804**

**FRAMEWORK SCHEDULE 4 - Annex 1**

**ORDER FORM**

701551547 (DInfoCom/0171)

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>

**Section A**

**General information**

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

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| **Customer details** |
| **Customer organisation name**Land Warfare Centre |

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| **Billing address**Your organisation’s billing address - please ensure you include a postcodeLand Warfare Centre, Waterloo Lines, Warminster, Wilts, BA12 0DJ |

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| **Customer representative name**The name of your point of contact for this OrderREDACTED under FOIA Section 40, Personal Information |

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| **Customer representative contact details**Email and telephone contact details for the Customer’s representativeREDACTED under FOIA Section 40, Personal Information |

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| **Supplier details** |
| **Supplier name**The Supplier organisation name, as it appears in the Framework AgreementEntServ UK Ltd |

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| **Supplier address**Supplier’s registered address1-3 Bartley Wood Business Park, Bartley Way, Hook, RG27 9XA GB |

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| **Supplier representative name**The name of the Supplier point of contact for this OrderREDACTED under FOIA Section 40, Personal Information |

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| **Supplier representative contact details**Email and telephone contact details of the supplier’s representativeREDACTED under FOIA Section 40, Personal Information |

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| **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 ProcedurePlease 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 NumberTBC |

**Section B**

**Overview of the requirement**

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| **Framework Lot under which this Order is being placed***Tick one box below as applicable (unless a cross-Lot Further Competition)* | **Customer project reference***Please provide the customer project reference number.* |
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN
 | [ ]  | 701551547 |
| 1. TRANSITION & TRANSFORMATION
 | [ ]  | **Call Off Commencement Date** |
| 1. OPERATIONAL SERVICES
 |  | *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*06/08/2021 |
| a: End User Services | [ ]  |
| b: Operational Management | [x]  |
| c: Technical Management | [ ]  |
| d: Application and Data Management | [ ]  |
| 1. PROGRAMMES & LARGE PROJECTS
 |  |
| 1. OFFICIAL
 | [ ]  |  |
| * + - * 1. SECRET (& above)
 | [ ]  |  |

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| **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)** |
| **3b** | 60 (5Y) | - | 60 (5Y) |

 |
| **Call Off Initial Period** Months32 months | **Call Off Extension Period (Optional)** MonthsNot applicable |
| **Minimum Notice Period for exercise of Termination Without Cause**(Calendar days) *Insert right (see Call Off Clause 30.7)* | 30 days |

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| **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*Please refer to Annex A – Statement of Requirement |
| **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*JSP 440, The Defence Manual of Security, Resilience and Business Continuity. JSP 604, Defence Manual for Information and Communications Technology (ICT).  |
| **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.

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| **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.*Annex A – Statement of Requirement (Customer Requirement) and Annex B Further Competition Questionnaire (Supplier’s Response)  |

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| **Location/Site(s) for provision of the Services**Various locations within the UK at listed in Annex A |

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| **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****Additional Clauses and Schedules** |  | **Optional Clauses***Can be selected to apply to any Order* |  |
| *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).**A3: Staff TransferA4: Exit Management | [x]  | C: Call Off Guarantee | [ ]  |
| D: Relevant Convictions | [ ]  |
| E: Security Requirements | [x]  |
| F: Collaboration AgreementWhere required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F) | [ ]   |
| **A: PROJECTS - Optional** |  |
| A1: Testing | [ ]  |
| A2: Key Personnel | [ ]  | G: Security Measures | [ ]  |
| **B: SERVICES - Optional***Only applies to Lots 3 and 4a and 4b* |  |
| B1: Business Continuity and Disaster Recovery | [ ]  | H: MOD Additional Clauses  | [x]  |
| B2: Continuous Improvement & Benchmarking | [ ]  | **Alternative Clauses** |  |
| B3: Supplier Equipment | [x]  | *To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses* |  |
| B4: Maintenance of the ICT Environment | [x]  | *Tick any applicable boxes below* |  |
| B5: Supplier Request for Increase of the Call Off Contract Charges | [ ]  | Scots LawOr | [ ]  |
| B6: Indexation | [ ]  | Northern Ireland Law | [ ]  |
| B7: Additional Performance Monitoring Requirements | [x]  | Non-Crown Bodies | [ ]  |
|  |  | Non-FOIA Public Bodies | [ ]  |

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| **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.* |
| **Organisations required to collaborate** (Collaboration Suppliers)**Not Applicable** | 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 *insert right***OR** | Click here to enter text. |
| An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.*tick box (right) and append as a clearly marked complete document* | [ ]  |
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| 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 SoftwareNot Applicable | Third Party SoftwareNot Applicable |

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| **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* Security passes onto exercise sites; provision of equipment configuration in advance of each training exercise; sufficient on-site physical storage capacity; tables & chairs; existing network  |
| **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.*Upon completion of each exercise via CP&F and in accordance with Annex C (Redacted on Commercial Sensitive Ground) – Price Template |
| **Undisputed Sums Limit (£)***Insert right (see Call Off Clause 31.1.1)* | Not Applicable |
| **Delay Period Limit (calendar days)***Insert right (see Call Off Clause 5.4.1(b)(ii))* | Not Applicable |
| **Estimated Year 1 Call Off Contract Charges (£)**For Call Off Contract Periods of over 12 Months | £1,194,878.70 ex VAT |
| **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 (£) | Not Applicable. |
| Professional Indemnity Insurance (£) | Not Applicable |
| **Transparency Reports** *(see Call Off Schedule 6)**If required by the Customer populate the table below to describe the detail (titles are suggested examples)*

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| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance | Feedback from end customer | Stand-ups and Presentation | Monthly |
| Call Off Contract Charges | Days, No of resources, Exercise | Agreed exercise plan | Monthly & Quarterly |
| Key Sub-Contractors | List of Key Subcontractors | Stand-ups and Presentation | Monthly & Quarterly |
| Technical | Delivery to date and cost | Stand-ups and Presentation | Weekly, Monthly & Quarterly |
| Performance management | Delivery to date and cost | Presentation | Quarterly |

 |
| **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)*Where applicable* *insert right* | 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)*Where applicable* *insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier’s Catalogue Service Offer.* | Not Applicable |
| **BCDR** *(see Call Off Schedule B1)**This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c’s v4.*An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract *tick box (right) and append as a clearly marked complete document***OR** | [ ]  |
| Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)*Where applicable* *insert right* | Not Applicable |
| Disaster Period (calendar days) | Not Applicable |
| **GDPR** (see Call Off Clause 23.6)*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*See Appendix 1 to Call-Off Schedule 7\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Supplier Equipment** *(see Call Off Clause B3)**This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c’s v4.* |
| X - Service Failures (number)*Where applicable* *insert right* | 2 | Y – Period (Months)*Where applicable* *insert right* | 12 |
| **Key Personnel & Customer Responsibilities** *(see Call Off Clause A2)**List below or append as a clearly marked document to include Key Roles* |
| **Key Personnel***List below or append as a clearly marked document to include Key Roles* | **Customer Responsibilities***List below or append as a clearly marked document* |
| As detailed within Annex B Further Competition Questionnaire (Supplier’s Response) | Not Applicable |
| **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* |
| Specific requirement and its relation to the Services | Other CCS framework agreement(s) to be used |
| Not Applicable | Not Applicable |

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| **SERVICE LEVELS AND SERVICE CREDITS** *(see Part A of Call Off Schedule 3)* |
| **Service Levels – REDACTED under Commercial Sensitive Information***If required by the Customer populate the table below to describe the detail (content is suggested examples).**If a Direct Award, please append the Supplier’s Service Level Agreement as attached to the Supplier’s Catalogue Service Offer.*

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| **Service Levels** |
| **Service Level Performance Criteria** | **Key Indicator** | **Service Level Performance Measure** | **Service Level Threshold** | **Service Credit for each Service Period** |
| **Pick up/return call**Calls answered within 90 seconds. | Performance |  |  |  |
| **Comms**Response time within 10 minutes. | Performance |  |  |  |
| **Hardware break/fix support**Response time within 15 minutes | Performance |  |  |  |
| **System support**Response time within 15 minutes | Performance |  |  |  |
| **Hands and eyes on with user**Response time within 30 minutes | Performance |  |  |  |
| **Pick up/return call**Calls answered within 5 minutes seconds. | Performance |  |  |  |
| **Comms**Response time within 45 minutes. | Performance |  |  |  |
| **Hardware break/fix support**Response time within 45 minutes | Performance |  |  |  |
| **System support**Response time within 45 minutes | Performance |  |  |  |
| **Hands and eyes on with user**Response time within 60 minutes | Performance |  |  |  |

**Critical Service Level Failure** *(see Call Off Clause 9)**Agree and specify the metrics for Critical Service Level Failures in the marked areas below*In relation to support to the exercises a Critical Service Level Failure shall include a delay in producing adequate SQEP ordered by the Customer in excess of that exercise more than once in any 2 exercises**.**In relation to support to the exercises a Critical Service Level Failure shall include a loss of OpCIS availability during core hours (08:00-20:00) to support the exercises for more than 15 minutes**.**The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **10**  |
| **Service Credits**Formula for calculation

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **System / Network Availability****v**% (Service Level Performance Measure) -**w**% (actual Service Level performance) **Worked example:**

|  |  |
| --- | --- |
| 99.99%(e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of Network Availability) - 97.2% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) |  |

**----------------------------------------------------------****Speed of Answering Calls****x**% (Service Level Performance Measure) -**y**% (actual Service Level performance)  | == = | **y**% / 0.5 = **z** (rounded down) x service credit assigned =  % of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer2.79% / 0.5 = 5 (rounded down from 5.58) x 0.5 = 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**z**% x service credit assigned =  % 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 |
| **Worked example:** |
| 98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of First Time Response) - 94% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period)**Time To Fix**If **x**% (Service Level Performance Measure) - **y**% (actual Service Level performance)

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| **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. |  |  |

 | === | 4% x 0.5 = 2% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the CustomerEach 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 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*In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year will be in accordance with the Service Levels TableDuring the remainder of the Call Off Contract Period, the Service Level Table payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued. |
| **Additional Performance Monitoring Requirements****Technical Board** *(see paragraph 2 of Call Off Schedule B7).* This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c’s v4.*If required by the Customer populate the table below to describe the detail***Weekly stand-ups, Monthly progress, quarterly performance review** |
| Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable* *insert right* | Within 10 working days |

**Section D**

**Supplier response**

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

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| **Commercially Sensitive information**Any information that the Supplier considers sensitive for the duration of an awarded Call Off ContractSFIA Rates |

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| **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.£3,234,135.16 ex VAT ex VAT to cover 2 x each exercise per year plus additional days required to support extension of exercise, service wrap, management, additional floorwalking and engineers for overlaps, transport of equipment, infrastructure and spec comms services. |

**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.

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| **SIGNATURES** |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name | REDACTED under FOIA Section 40, Personal Information |
| Job role/title | **MoD Account Executive** |
| Signature | REDACTED under FOIA Section 40, Personal Information |
| Date | **31 August 2021** |

**For and on behalf of the Customer**

|  |  |
| --- | --- |
| Name | REDACTED under FOIA Section 40, Personal Information |
| Job role/title | **Army DInfo Comrcl SCO** |
| Signature | REDACTED under FOIA Section 40, Personal Information |
| Date | **03 August 2021** |

# **Appendix 1: Call Off** **Schedule 7 (Schedule of Processing, Personal Data and Data Subjects)**

|  |  |
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| **Description** | **Details** |
| Subject matter of the processing | Contact Details of the Customer. |
| Duration of the Processing | For the duration of the contract. |
| Nature and purposes of the Processing | Personal Contact details to allow administration of contract. |
| Type of Personal Data | Name, address, email address and telephone numbers |
| Categories of Data Subject | Customers and Suppliers. |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | Data retained for the duration of the contract and destroyed on Contract expiry. |

# **Appendix 2: Expenses Policy**

UK Rail Travel

Standard Class must be selected

**Accommodation**

Service Mess

If your business travel has taken you onto a base and you need overnight accommodation, it may be that staying in the Service Mess is more cost efficient than a hotel; and should be consid­ered. All military personnel should refer to **JSP 752** Pt 2 Chapter 3 for occasions in which any other form of accommodation may be considered. For civilian staff, the availability and suitability criteria for Mess accommodation is being further developed and will be included in policy guidance shortly.

**Hotel**

All hotel bookings must be made using the **GBT Online Portal**.

Civilian staff must comply with the approvals processes (Chapter 2). Service Personnel must have both line management and budgetary written or verbal authority before making subsistence arrangements and should note that Night Subsistence (NS) is paid for an overnight absence where there is no suitable Service accommodation provision.

All staff must consult the MOD **capped hotel rates** for spend limits in each location. The Booking Service website will raise a warning if you select a hotel exceeding the capped rate. To proceed with such a booking, you must have line manager written approval of Band D/ OF2/OR7 or above (or locally delegated budget management staff).

Exceptional circumstances where you might exceed a cap rate include: the only hotel available; an overall saving; concern as a ‘lone traveller’.

**Travel & Subsistence**

Spend taxpayers’ money responsibly.

If in doubt about what to claim, seek advice from your line manager, budget manager, or from Unit HR/Admin Staff and/ or DBS – it is best to check before you commit to expenditure. Details for military personnel is in **JSP 752**, and for civilian staff in the **Policy Rules and Guidance**.

You cannot claim for alcohol purchased whilst undertaking business travel, either as part of a meal or consumed in isolation.

**Subsistence cost limits**: You can claim for actual receipted expenditure, within the subsistence limits detailed below, (**not** at a flat rate). You must obtain and retain itemised receipts for all claims. If you do not have a receipt you will need auditable line manager approval, e.g. by email, before you claim, and you must keep the approval.

Over 5 hours **£5.00**

Over 10 hours **£10.00**

Over 12 hours **£15.00**

Evening Meal **£22.50** (overnight stay)

Breakfast\* **£10.00**

\* when not included in the hotel/B&B rate

Motor Mileage Allowance (MMA) – UK

There are a number of different rates which are related to UK vehicle travel:

* Motor Mileage Allowance (up to 10,000 miles) 30p per mile
* Motor Mileage Allowance (over 10,000 miles) 25p per mile
* Motorcycle 24p per mile
* Pedal cycle 15p per mile
* Passenger Supplement 3p per mile for first

passenger; 2p per mile for second and additional passengers

* Equipment Supplement 2p per mile (taxable)
* Excess Fares Allowance 30p per mile

**Home to Duty Liability**

The Home To Duty Liability (HTDL) is the travel cost incurred getting to/from your normal place of work. This should be deducted from expenses incurred when undertaking business travel to/from the home and a business location. This deduction does not apply to travel

between business locations.

Using a Private Vehicle is probably the easiest application. If you normally drive to work and use your vehicle for business travel, then your Motor Mileage Allowance claim should have a deduction commensurate with the normal mileage to work. So, if you normally travel 10 miles to/from your normal place of work (total 20 miles) and drive 30 miles to/from a

business location (total 60 miles), the claim should be reduced by 20 miles. This results in a net MMA claim of 40 miles. The deduction only applies to travel to/from the home and

business location; not between your normal work place and business location(s).