**Technology Services 2 Agreement RM3804**

**Framework Schedule 4 - Annex 1**

**Order Form**

**for the Provision of Enterprise Architecture 3**

**701203378 (DInfoCom/0145)**

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**  D Info Commercial |

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| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  IDL 1, Blenheim Bldg, Army Headquarters, Marlborough Lines, Monxton Road, Andover, SP11 8HJ |

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| **Customer representative name**  The name of your point of contact for this Order  Click here to enter text. |

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| **Customer representative contact details**  Email and telephone contact details for the Customer’s representative  Click here to enter text. |

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| **Supplier details** |
| **Supplier name**  The Supplier organisation name, as it appears in the Framework Agreement  PA Consulting Services Limited |

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| **Supplier address**  Supplier’s registered address  10 Bressenden Place, London, SW1E 5DN |

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| **Supplier representative name**  The name of the Supplier point of contact for this Order  Click here to enter text. |

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| **Supplier representative contact details**  Email and telephone contact details of the supplier’s representative  Click here to enter text. |

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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 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. |

**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 |  | 701203378 |
| 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*  01/04/2021 |
| a: End User Services |  |
| b: Operational Management |  |
| 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)** | | **1** | 24 (2) | - | 2 | | | |
| **Call Off Initial Period** Months  24 months | **Call Off Extension Period (Optional)** Months  Not 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*  The Open Group Architecture Framework (TOGAF), MOD Architecture Framework (MODAF), |
| **Customer’s ICT and Security Policy**  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* |

**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 - SOR (Customer Requirement); Annex B - Further Competition Questionnaire (Supplier‘s Response) |

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| **Location/Site(s) for provision of the Services**  Army Headquarters, Marlborough Lines, Monxton Road, Andover, SP11 8HJ, though any additional work identified, through use of Ad-Hoc Tasking Order Forms, could be at other military establishments. |

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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 Transfer  A4: Exit Management |  | 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) |  |
| **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 |  |
| B2: Continuous Improvement & Benchmarking |  | **Alternative Clauses** |  |
| B3: Supplier Equipment |  | *To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses* |  |
| B4: Maintenance of the ICT Environment |  | *Tick any applicable boxes below* |  |
| B5: Supplier Request for Increase of the Call Off Contract Charges |  | Scots Law  Or |  |
| B6: Indexation |  | Northern Ireland Law |  |
| B7: Additional Performance Monitoring Requirements |  | 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)  Click here to enter text. | 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* | | | | | | |  | |
| |  |  | | --- | --- | | 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  Click here to enter text. | Third Party Software  Click here to enter text. | | | | | | | | | | |
| **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*  Corporate laptop and email system (MODNET), network connectivity, access to relevant IT systems within Army HQ | | | | | | | | | |
| **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.*  Monthly in arrears based upon Agreed Monthly Statement of Work via CP&F | | | | | | | | | |
| **Undisputed Sums Limit (£)**  *Insert right (see Call Off Clause 31.1.1)* | | | | | Click here to enter text. | | | | |
| **Delay Period Limit (calendar days)**  *Insert right (see Call Off Clause 5.4.1(b)(ii))* | | | | | Click here to enter text. | | | | |
| **Estimated Year 1 Call Off Contract Charges (£)**  For Call Off Contract Periods of over 12 Months | | | | | £916,666.67 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 (£) | | | | | Click here to enter text. | | | | |
| Professional Indemnity Insurance (£) | | | | | Click here to enter text. | | | | |
| **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] | Feedback from end customer | Stand-ups & Presentation | Monthly | | [Call Off Contract Charges] | Days, Roles, No of resources | Agreed Statement of Work | Monthly & Quarterly | | [Key Sub-Contractors] | List of Key-Subcontractors | Stand-ups & Presentation | Monthly & Quarterly | | [Technical] | Delivery to date, cost and No of resources | Stand-ups & Presentation | Weekly, Monthly & Quarterly | | [Performance management] | Delivery to date, roles, No of days and resources, 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* | | | | | | | Click here to enter text. | | |
| **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.* | | | | | | | Click here to enter text. | | |
| **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* | | | | | | | Click here to enter text. | | |
| Disaster Period (calendar days) | | | | | | | Click here to enter text. | | |
| **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*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **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* | | Click here to enter text. | | Y – Period (Months)  *Where applicable* *insert right* | | Click here to enter text. | | | |
| **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* | | | | | | |
| Click here to enter text. | | | Click here to enter text. | | | | | | |
| **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)*  Click here to enter text. | | | | | | | | | |
| **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 | | | | | |
| Click here to enter text. | | | | Click here to enter text. | | | | | |

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| **SERVICE LEVELS AND SERVICE CREDITS** *(see Part A of Call Off Schedule 3)* | |
| **Service Levels**  *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.*   |  |  |  |  | | --- | --- | --- | --- | | **Service Levels** | | | | | **Service Level Performance Criteria** | **Key Indicator** | **Service Level Performance Measure** | **Service Level Threshold** | **Service Credit for each Service Period** | | **Delivery of Monthly outputs against Statement of Work**  The availability measure is the amount of time the common network is available as a percentage of the operational hours | Delivered Outputs  Availability | 99% of agreed tasks, unless priorities have been changed in agreement with the Authority  99% availability of service during 8:00am to 6:00pm Monday to Friday excluding public holidays and agreed planned maintenance activity | **95%**  **85%** | 1% Service Credit gained for each 0.5 percentage under the specified Service Level Performance Measure  1% Service Credit gained for each 0.5 percentage under the specified Service Level Performance Measure |   **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 Delivery of Monthly outputs against Statement of Work a Critical Service Level Failure shall include a delay in producing the required monthly tasks ordered by the Customer in excess of that month more than once in any 3-month period or more than  The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be two (2). | |
| **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 Customer  2.79% / 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)   |  |  |  | | --- | --- | --- | | **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 Customer  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  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 **[xxx]%** of the Estimated Year 1 Call Off Contract Charges; and  during the remainder of the Call Off Contract Period, **[xxx]**% of the Call Off Contract Charges 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*   |  |  | | --- | --- | | **Required Members** | | | **Job Title** | **Name** | **Location** | **Frequency** | |  |  |  |  | |  |  |  |  | |  |  |  |  | | |
| Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable* *insert right* | Click here to enter text. |

**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 Contract  SFIA EA 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.  CORE: Call off charges will be in accordance with the agreed Monthly Statement of Work and the Firm Price Man Days Rates at Annex C and will fall out of the Core £1,833,333.33 ex VAT  AD-HOC TASKING: Ad-Hoc Tasking Order Form at Annex E will be agreed between the Supplier and the Authority as a maximum cost utilising the Firm Priced Man Day Rates at Annex C. Ad-Hoc Task costs will fall out of the Non-Guaranteed Limit of Liability of £7,600,000 ex VAT |

**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**

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| --- | --- |
| Name |  |
| Job role/title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Customer**

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| --- | --- |
| Name |  |
| Job role/title |  |
| Signature |  |
| Date |  |