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

## **Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 3 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 <a href="https://www.crowncommercial.gov.uk/agreements/RM6100">https://www.crowncommercial.gov.uk/agreements/RM6100</a>. 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 Deliverables 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 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

- 1. This document headed "Order Form":
- 2. Attachment 1 Services Specification;
- 3. Attachment 2 Schedule of Processing, Personal Data and Data Subjects;
- 4. Attachment 3 Transparency Reports; and
- 5. Annex 1 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 and its Attachments;
- c) the Call-Off Terms: and
- d) Framework Schedule 18 (Tender).

## Section A General information

#### **Contract Details**

Contract Reference:

C229215

**Contract Description:** 

ServiceNow is a key strategic enabler for the agency as part of Technologies' wider offering for service. The current capability is unable to meet demand and scale delivery in a way that meets the changing needs of key programmes. This funding will build the fundamentals for underpinning the tool, building roadmaps, and supporting the delivery of key capabilities over the remainder of the financial year

Commencement Date: this should be the date of the

last signature on Section D of this Order Form

December 1st 2023

#### **Buyer details**

#### **Buyer organisation name**

**UK Health Security Agency** 

#### Billing address

Your organisation's billing address - please ensure you include a postcode 10 South Colonnade, London, E14 4PU

### **Buyer representative name**

The name of your point of contact for this Order

#### Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract.

Email:

#### **Buyer Project Reference**

Please provide the customer project reference number.

D&T11021 contract reference C229215

#### Supplier details

#### Supplier name

The supplier organisation name, as it appears in the Framework Agreement Channel 3 Consulting Ltd

#### Supplier address

Supplier's registered address

Capital Building, Tyndall Street, Cardiff CF10 4AZ

### Supplier representative name

The name of the Supplier point of contact for this Order

#### Supplier representative contact details

Email and telephone contact details of the supplier's representative

#### 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.

Purchase Order will be raised on completion of fully signed contract

#### Section B

## Part 1 - The Services Requirement

#### Commencement Date

See above in Section A

#### **Contract Period**

Guidance Note – this should be a period in months from the Commencement Date, up to the maximum permitted Contract Period of 24 months (2 years)

1st December 2023 - 31st March 2024.

#### Services

The Supplier shall provide the following Services to the Buyer:

The Services are more particularly described in Attachment 1 (Services Specification).

#### **Deliverables**

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

The Deliverables are more particularly described in Attachment 1 (Services Specification).

#### Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services and/or Deliverables, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services and/or Deliverables from the following Sites:

It is expected the services will be delivered fully remotely.

#### **Buyer Premises:**

Not Applicable

#### **Supplier Premises:**

Not Applicable

#### **Third Party Premises:**

Not Applicable

#### **Additional Standards**

Guidance Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.

Not Applicable

#### **Key Supplier Personnel**

Guidance Note: see Clauses 6.4 - 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

Not Applicable

#### **Buver Property**

Guidance Note: see definition of Buyer Property in Schedule (Definitions) of the Call-Off Terms. Include details of any property other than real property or IPR below.

Not Applicable

#### **Buyer Security Policy**

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



dhsc-information-sec urity-policy.pdf

#### **Buyer Enhanced Security Requirements**

Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier's use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.



dhsc-information-sec urity-policy.pdf

#### 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 (£) - Not Applicable

Professional Indemnity Insurance (£) - Not Applicable

#### **Key Sub-Contractors**

Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.

**Burendo Limited** 

## Part 2 – Charges, Payment and Invoicing

#### Contract Charges (excluding VAT)

Guidance Note - insert the applicable Charges having regard to Framework Schedule 3 (Framework Prices and Charging Structure) and include details of time and materials and any fixed price. Also include details of any agreed expenses and terms relating to such expenses.

£1,850,000.00 ex VAT

All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

#### **Payment Profile**

Guidance Note – insert details of payment profile which may be monthly or quarterly in arrears or the parties may agree to include payments associated with the achievement of milestones, in which case details of milestones payments should be included here.

The monthly statements of work that will be pre-agreed are to be invoiced monthly in arrears.

#### Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG Email: payables@ukhsa.gov.uk

All invoices must include:

Contract Reference - C229215

D&T11021 - ServiceNow Enhancements & APM

#### **Method of Payment**

Guidance Note - insert method of payment e.g. BACS.

The payment method for this Contract is BACS

Contract Anticipated Potential Value: £1,850,000.00 ex VAT

Guidance Note: for procurement purposes the Buyer will need to include details of the overall anticipated potential value of this Contract over the Contract Period

## Part 3 – Additional and Alternative Buyer Terms

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

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.

#### Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	
S2: Continuous Improvement	
S3: Supply Chain Visibility	

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

#### **Alternative Clauses**

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

#### Liability

Guidance Note: to the extent that the Buyer would like to <u>increase</u> the limits of liability contained in Clause 12.1 of the Call-Off Terms, then specify the alternative limit below. Neither party is permitted to lower the limits set out in Clause 12.1 of the Call-Off Terms.

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:

Not Applicable

#### **Termination for Convenience**

Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be amended from 30 Working Days to read: Not Applicable

## Section C Supplier response

#### **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.

Not Applicable

## Section D Contract award

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

## SIGNATURES

For and on behalf of the Supplier

Signature

Job Title/Role:
Date
Date Signed:

06/12/2023

DocuSigned by:

Job Title/Role:
Date
Date
Date Signed:

07/12/2023

### Attachment 1 - Services Specification

#### Details

The parties will follow an agile delivery framework, entering into monthly statements of work setting out the Services and Deliverables to be completed within period of the relevant statement of work. Over the course of the statements of work, the Supplier will build a 3-year product roadmap for ServiceNow based on core feature rollout, including a 3-year investment schedule based on ServiceNow core features. Reasoning will be included for the features and how they align to the UKHSA Tech Strategy. Deliverables will include:

- Build a strategic plan for adopting ServiceNow features to aid with ITSM
- Standard repeatable process for producing request based workflows
- Standard process for Incident management
- Standard process for change management
- Scope the strategic rollout of CMDB including review of existing catalogue. This should result in an additional piece of work for implementing CMDB.

The Services will be provided by a multi-disciplined Supplier team including product expertise in ServiceNow and Splunk adding other members and flexing the team as needed to deliver the required outcomes.

The Supplier will work collaboratively with UKHSA and its partners and will engage a range of UKHSA stakeholders to openly discuss the progress and quality of the project.

UKHSA will fulfil the dependencies required to enable Channel3 to provide the Services and complete the Deliverables set out in the statements of work, including providing access to key systems, staff and resources as required.

The total cost for the Services set out in this Order Form will be at a fixed price of £1,850,000 excl VAT.



# Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

Not Applicable as the Supplier shall not be authorised to process any Personal Data under this Contract.

**Attachment 3 – Transparency Reports – Not Applicable** 



## Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses



Weblink below to access Call Terms

https://assets.crowncommercial.gov.uk/wp-content/uploads/RM6100-Lot-1-Call-Off-Terms-v2.00.docx