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**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 **18th October 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 <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. 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. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

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

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;



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.1.3 the Call Off Terms; and

.1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	C44179
Contract Title:	Logistics and Installation Services.
Contract Description:	<p>The NHSE Vaccination Programme requires a single supplier to support ongoing logistics and installation services of Vaccination Sites across England.</p> <p>The Vaccination Programme currently only has funding confirmed until March 2022 and the initial contract period would be until that date.</p>
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	Up to £750,000 (based on time and materials). There is no minimum commitment under this contract.
Estimated Year 1 Charges:	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> (based on time and materials)
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1 st November 2021

Buyer details
Buyer organisation name NHS Commissioning Board (NHS England)
Billing address Your organisation's billing address - please ensure you include a postcode X24 Payables K005, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE Payment will be made via BACS and invoiced in arrears based on consumption. Electronic Invoices containing the NHSE Purchase Order Number (once provided by Buyer) should be submitted via Tradeshift: http://www.tradeshift.com/supplier/nhs-sbs/ Electronic Invoices should be addressed to: NHS England Phoenix House



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Topcliffe Lane
Wakefield

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 50.6 of the Contract.

[REDACTED]

Buyer Project Reference

Please provide the customer project reference number.

TD26 (C44179)

Supplier details**Supplier name**

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

Bates I.T. Ltd

Supplier address

Supplier's registered address

Walkers House, Braintree, CM77 6ST

Supplier representative name

The name of the Supplier point of contact

[REDACTED]

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.

[REDACTED]

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.

TBC

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.



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Guarantor Company Name

The guarantor organisation name
Not Applicable

Guarantor Company Number

Guarantor's registered company number
Not Applicable

Guarantor Registered Address

Guarantor's registered address
Not Applicable



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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 | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | X |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date: 1st November 2021

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)
3b	Initial 5 months, with 6+6 month extensions

Initial Term

1st November 2021 to March 31st 2022

Extension Period (Optional) 6 Months + 6 Months

Minimum Notice Period for exercise of Termination Without Cause 30 calendar days
(Calendar days)

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.

Buyers premises: Multiple sites.



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Suppliers premises: Walkers House, Braintree, CM77 6ST

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Please refer to Appendix B, Invitation to Tender document.

Supplier Premises:

Please refer to response to Appendix B, Invitation to Tender document.

Third Party Premises:

Not Applicable

Buyer Assets

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

Please refer to Appendix B, Invitation to Tender document.

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

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.

NHS England – Information Security Policy



Information Security
Policy.pdf

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.

NHS England – Information Guidance Policy



Information
Governance Policy.pdf



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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 (£) – (5) 5 million pounds (£5,000,000)

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Please refer to Appendix B, Invitation to Tender document.

Goods

Guidance Note: list any Goods and their prices.

Please refer to Suppliers Commercial (Pricing) Document.

Governance – Option Part A

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	X

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	X



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Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and 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 Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	<input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - 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"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



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Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Not Applicable

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable



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Section D 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.*

The following Supplier document(s) are considered commercially sensitive. They are:

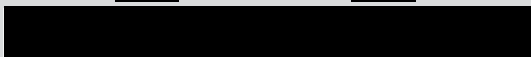
1. Commercial ([REDACTED])



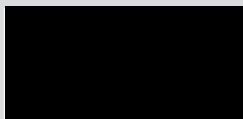
2. Quality Method Statement Questionnaire (response to the Invitation to Tender document).



3. Supplier's response to the Social Value questions.



Additionally, please refer to Supplier code of conduct.





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Section E Contract Award

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

SIGNATURES

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

Full Name: [Redacted signature]

[Redacted signature]

[Redacted signature]



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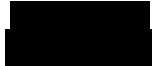
Attachment 1 – Services Specification

Please refer to Appendix B (Specification) of the Instructions to Tender



[Redacted]

gistics_&_Installation_





Attachment 2 – Charges and Invoicing

Part A – Payments and Invoicing

Please note that Section 16 “Payments and Invoicing” of Appendix B of the Invitation to Tender, states:

All invoices must include:

- Current Purchase Order
- Date
- Buyer contact name
- Addresses (Buyer & Supplier)
- Supplier name and contact details
- Remittance & payment bank account details
- Description of the charges
- Volume of the charges
- Unit cost of the charges
- Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Part B – Service Charges

Not Applicable

Part C – Supplier Personnel Rate Card for Calculation of Time

Staff Grade	Day Rate (£)



Part D – Risk Register

To be identified during ongoing monthly contract review meetings.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

Part E – Early Termination Fee(s)

Please note: NHSE/I would reiterate that there are no guaranteed volumes/ minimum number of days under this contract, and NHSE/I will pay for any work / services completed.



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Attachment 3 – Outline Implementation Plan

Not Applicable



Attachment 4 – Service Levels and Service Credits

Key Performance Indicators

KPI/SLA	Service Area	KPI / SLA description	Target
I	E	[REDACTED]	E
I	E	[REDACTED]	E
I	E	[REDACTED]	E
I	E	[REDACTED]	E



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

.1.1 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel –

Bates to confirm Part A & Part B

Key Supplier Personnel	Key Role(s)	Duration

Part B – Key Sub-Contractors



Attachment 6 – Software

Not Applicable

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Bates I.T. Ltd		

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following governance shall apply:

Governance	
Buyer Members	
Supplier Members	
Frequency	Monthly frequency
Location	Remote

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

Not applicable

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency

Annex 1 – Call Off Terms

