

# **Technology Services 2 Agreement RM3804**

## **Framework Schedule 4 - Annex 1**

### **Order Form**

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.

#### Customer details

**Customer organisation name**

Army HQ Hd Integrate

**Billing address**

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

Army Headquarters, 1st Floor/Zone 3, Blenheim Building, Marlborough Lines, Monxton Rd, ANDOVER, Hants, SP11 8HJ

**Customer representative name**

The name of your point of contact for this Order

REMOVED

**Customer representative contact details**

Email and telephone contact details for the Customer's representative

REMOVED

#### Supplier details

**Supplier name**

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

PA Consulting Services Limited

**Supplier address**

Supplier's registered address

10 Bressenden Place, London, SW1E 5DN

**Supplier representative name**

The name of the Supplier point of contact for this Order

REMOVED

**Supplier representative contact details**

Email and telephone contact details of the supplier's representative

REMOVED

**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

P049239

## Section B

### Overview of the requirement

<b>Framework Lot under which this Order is being placed</b> <i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i>	<b>Customer project reference</b> <i>Please provide the customer project reference number.</i>
1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input type="checkbox"/>	701557381
2. TRANSITION & TRANSFORMATION <input type="checkbox"/>	<b>Call Off Commencement Date</b>
3. OPERATIONAL SERVICES	<i>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</i>
a: End User Services <input type="checkbox"/>	
b: Operational Management <input type="checkbox"/>	30/07/2021
c: Technical Management <input type="checkbox"/>	
d: Application and Data Management <input checked="" type="checkbox"/>	
4. PROGRAMMES & LARGE PROJECTS	
a. OFFICIAL <input type="checkbox"/>	
a. SECRET (& above) <input type="checkbox"/>	

#### 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)
3d	36 (3)	12 (1)	4

#### Call Off Initial Period Months

36 Months

#### Call Off Extension Period (Optional) Months

12 Months

#### Minimum Notice Period for exercise of Termination Without Cause 30 days.

(Calendar days) *Insert right (see Call Off Clause 30.7)*

#### 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.

#### 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 C Further Competition Questionnaire (Supplier's Response)

#### Location/Site(s) for provision of the Services

Army Headquarters, 1st Floor/Zone 3, Blenheim Building, Marlborough Lines, Monxton Rd, ANDOVER, Hants, SP11 8HJ or the supplier's home locations, as appropriate.

#### 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

#### Optional Clauses

Can be selected to apply to any Order

#### Additional Clauses and Schedules

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).



C: Call Off Guarantee



D: Relevant Convictions



A3: Staff Transfer

E: Security Requirements



A4: Exit Management

##### A: PROJECTS - Optional

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)



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	<input type="checkbox"/>	H: MOD Additional Clauses	<input checked="" type="checkbox"/>
B2: Continuous Improvement & Benchmarking	<input type="checkbox"/>	<b>Alternative Clauses</b>	
B3: Supplier Equipment	<input type="checkbox"/>	<i>To replace default English &amp; Welsh Law, Crown Body and FOIA subject base Call Off Clauses</i>	
B4: Maintenance of the ICT Environment	<input type="checkbox"/>	<i>Tick any applicable boxes below</i>	
B5: Supplier Request for Increase of the Call Off Contract Charges	<input type="checkbox"/>	Scots Law Or	<input type="checkbox"/>
B6: Indexation	<input type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

**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**

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*

[Click here to enter text.](#)

☐

**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	Third Party Software
Not Applicable.	Not Applicable.

**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, provision of equipment-laptops, access to relevant systems and personnel

**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 milestone deliverable, monthly payment in arrears via CP&F and in accordance with Annex B – Price Template. £2,167,988.66 ex VAT.

#### 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

REMOVED

#### 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)

Title	Content	Format	Frequency
Performance	Performance	Report/ briefing to 1* MSI Steering Group	Monthly
Call Off Contract Charges	Charge per deliverable	Agreed Statement of Work	Monthly & Quarterly
Performance management	Output Review	Report to MSI Team	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.

20 working days

#### 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.	
<b>GDPR</b> (see Call Off Clause 23.6) <i>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</i> See Appendix 1 to Call-Off Schedule 7			
<b>Supplier Equipment</b> (see Call Off Clause B3) <i>This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&amp;c's v4.</i>			
X - Service Failures (number) <i>Where applicable insert right</i>	Not Applicable	Y – Period (Months) <i>Where applicable insert right</i>	Not Applicable
<b>Key Personnel &amp; Customer Responsibilities</b> (see Call Off Clause A2) <i>List below or append as a clearly marked document to include Key Roles</i>			
<b>Key Personnel</b> <i>List below or append as a clearly marked document to include Key Roles</i>		<b>Customer Responsibilities</b> <i>List below or append as a clearly marked document</i>	
As detailed within Annex C Further Competition Questionnaire (Supplier's Response).		As detailed in Annex A SOR.	
<b>Relevant Conviction(s)</b> Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services. <i>List below or append as a clearly marked document (see Call Off Clause D where used)</i> Not Applicable.			
<b>Appointment as Agent</b> (see Call Off Clause 19.5.4) <i>Insert details below or append as a clearly marked document</i>			
Specific requirement and its relation to the Services		Other CCS framework agreement(s) to be used	
Not Applicable.		Not Applicable.	
<b>SERVICE LEVELS AND SERVICE CREDITS</b> (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.

KPI	Service Area	KPI description	Target %
1	Milestones	Delivery of the key milestones outlined in the key milestones table	100 %
2	Quality	The Providers work will be measured by the achievement and sign-off of key deliverables  WP1- MSI Governance  WP2- Requirements and Scrutiny  WP3- Reference Architectures  WP4- Benefits Realisation  WP5- Management of MSI work	Achievement of all deliverables, Work Packages and Outputs defined in the tender documentation
3	Knowledge transfer	Potential Provider to ensure knowledge management and transfer occurs through joint working with key staff, measured through Governance Framework and MSI Team.	Knowledge transfer is achieved when MSI team able to operate autonomously with no drop in output  This will be further defined at the start of the contract in the Implementation Plan.
4	Reporting	Provide monthly update on performance	100 %

## Critical Service Level Failure (see Call Off Clause 9)

Not Applicable

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a delay in producing **[specify the relevant Deliverable]** ordered by the Customer in excess of **[specify the relevant time period]** more than once in any **[specify the relevant period]** or more than **[specify the relevant time period]**.



And/or

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a loss of **[specify the relevant Availability]** during core hours **[specify the relevant core hours]** to the **[specify the relevant Service]** for more than **[specify the relevant time period]**, or **[specify the relevant time period]**.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **[specify number]**.

#### **Service Credits** Not Applicable

Formula for calculation

##### **System / Network Availability**

$$\frac{v\% \text{ (Service Level Performance Measure)} - w\% \text{ (actual Service Level performance)}}{0.5} = z \text{ (rounded down)} \times \text{service credit assigned} = \% \text{ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}$$

##### **Worked example:**

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)

$$= \frac{2.79\%}{0.5} = 5.58 \text{ (rounded down from 5.58)} \times 0.5 = 2.79\% \text{ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}$$

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##### **Speed of Answering Calls**

$$\frac{x\% \text{ (Service Level Performance Measure)} - y\% \text{ (actual Service Level performance)}}{0.5} = z \times \text{service credit assigned} = \% \text{ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}$$

##### **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)

$$= \frac{4\%}{0.5} = 8 \times 0.5 = 4\% \text{ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}$$

##### **Time To Fix**

If  $x\%$  (Service Level Performance Measure) -  $y\%$  (actual Service Level performance)

$$= \text{Each incident breaching the SLA hours then } z\% \text{ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer}$$

**Worked example:**

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.

=

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** Not Applicable

*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*

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

**Commercially Sensitive information**

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract  
Commercial Rates

**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.

£2,167,988.66 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.

### SIGNATURES

#### For and on behalf of the Supplier

Name	REMOVED
Job role/title	Member of PA's Management Group
Signature	REMOVED
Date	6 August 2021

#### For and on behalf of the Customer

Name	REMOVED
Job role/title	Commercial Officer
Signature	REMOVED
Date	29 July 2021

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

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 complete UNLESS 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.