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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 16 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 [Technology Services 3 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk/technology-services-3-ccs). 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:

- the Framework, except Framework Schedule 18 (Tender);



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- the Order Form;
- the Call Off Terms; and
- Framework Schedule 18 (Tender).



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Section A General information

Contract Details	
Contract Reference:	C22783
Contract Title:	Next Generation Contracts (NGC) – Client-Side Services Partner
Contract Description:	The NCDS, on behalf of the wider Partnership, is engaging with a Client-Side Services Partner to act as a supporting function to enable the organisations' ability to design, assure, and manage its portfolios of projects/programmes and core services.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	this £9,900,000 (Initial Term)
Estimated Year 1 Charges:	£3,500,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	3 rd July 2023

Buyer details

Buyer organisation name

The Secretary of State for the Home Department (the Home Office)

Billing address

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

Home Office
HO Box 5015
SSCL
Phoenix House
Newport
NP10 8FZ
UNITED KINGDOM

HOSupplierInvoices@homeoffice.gov.uk



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REDACTED

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.

Email: REDACTED

Address: Peel 4, 2 Marsham St, London, SW1P 4DF

Buyer Project Reference

Please provide the customer project reference number.

C22783

Supplier details

Supplier name

BAE Systems Applied Intelligence Limited

Supplier address

Waterside House, 170 Priestley Road, Surrey Research Park, Guildford, Surrey, GU2 7RQ

Supplier representative name

REDACTED

Supplier representative contact details

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.

C22783

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

N/A

Guarantor Company Number

Guarantor's registered company number

N/A

Guarantor Registered Address

Guarantor's registered address

N/A



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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.

TECHNOLOGY STRATEGY & SERVICES DESIGN

TRANSITION & TRANSFORMATION

x

OPERATIONAL SERVICES

a: End User Services

☐

b: Operational Management

☐

c: Technical Management

☐

d: Application and Data Management

☐

Part B – The Services Requirement

Commencement Date

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)
2	36 (3)

Initial Term Months

24 months

Extension Period (Optional) Months

12

Minimum Notice Period for exercise of Termination Without Cause **30**

(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

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.

The Supplier shall provide the Services from the following Sites:



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Buyer Premises:

2 Marsham St,
London,
SW1P 4DF

Supplier Premises:

Blue Fin, 110 Southwark Street, London, SE1 0SU.

Third Party Premises:

N/A

Buyer Assets

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

Not applicable

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.

1. During the delivery of any Statement of Work (SoW), the Supplier shall adhere at all times to any additional Standards and certifications identified as applicable in the relevant SoW.

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.

1. The security requirements listed in the Call-Off Contract and its Schedules
2. The Security Aspects Letter
3. The security requirements listed in the Framework Terms & Conditions

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.

POISE Security Operating Procedures

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.



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Third Party Public Liability Insurance (£) - ■■■■■■■■■■ REDACTED ■■■■■■■■■■
Professional Indemnity Insurance (£) - ■■■■■■■■■■ REDACTED ■■■■■■■■■■

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

- To provide access to suitably informed and accountable Buyer Staff as reasonably required
- To provide Buyer Equipment to Supplier Staff as and when required
- To provide access to Buyer Sites as and when required for suitably cleared Supplier Staff
- To provide support for the Security Clearance of Supplier Staff

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

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 (Amended)	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

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	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.



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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)	Part A X
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	X
S7: Continuous Improvement	X
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, with the exception of S5: Benchmarking, where the Parties will agree to either accept or reject the schedule no later than 30 calendar days following commencement of this contract.

If the Parties agree in writing to incorporate S5: Benchmarking into this Contract, this Order Form shall be updated accordingly.

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"/>



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Joint Controller Clauses	<input type="checkbox"/>
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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.

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 at Contract Commencement, however the Parties acknowledge that a Collaboration Agreement or similar ways of working document may be agreed and implemented via Change Control, at Contract and/or SoW level, as required.



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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.*

- Order Form Attachment 2 – Charges and Invoicing (Supplier rate card)
- Schedule 2 Annex 1 – Cost Model (Supplier rate card, discounts)
- Supplier Personal Data



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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

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	



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Attachment 1 – Services Specification



03. C22783 NGC CSS
- ORDER FORM ATTACHMENT



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Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Milestone Payments and Delay Payments are not applicable at a Contract level and are to be agreed within each SoW.

Part B – Service Charges

Not Applicable.

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

REDACTED



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Part D – Risk Register

- Contract level Risk Register to be agreed, managed, and regularly updated by the Parties throughout the life of the Contract.
- SoW level Risk Registers to be specified within each SoW and agreed, managed, and regularly updated by the Parties throughout the delivery of that relevant SoW, with escalation of Risks to the Contract level Risk Register if and when required.

Part E – Early Termination Fee(s)

- Where an individual SOW does not set out its early termination fees, the early termination fees shall be the costs equivalent to 10% of the total SOW duration, up to a maximum of 30 days.”



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Attachment 3 – Outline Implementation Plan

- Outline Implementation Plan for the Contract to be replaced with the Discovery Statement of Work, implemented via the Commissioning Process following Contract Commencement.
- Outline Implementation Plans for the Services to be included, where relevant, at SoW level.



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Attachment 4 – Service Levels and Service Credits

REDACTED



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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
REDACTED	Account Manager	Contract Period
REDACTED	Head of Delivery	Contract Period

Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
Roke Manor Research Limited	Roke Manor, Old Salisbury Lane, Romsey, Hampshire, SO51 0ZN 00267550	Dependent upon SoW.	Dependent upon SoW.	Not applicable.
PricewaterhouseCoopers LLP	1 Embankment Place, London WC2N 6RH OC303525	Dependent upon SoW.	Dependent upon SoW.	Not applicable.
Program Planning Professionals Ltd (t/a MI-GSO PCUBED)	3-5 Crutched Friars, London, EC3N 2HT 03025947	Dependent upon SoW.	Dependent upon SoW.	Not applicable.

Attachment 6 – Software – N/A

Attachment 7 – Financial Distress

For the purpose of Schedule 8 (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>
Supplier BAE Systems Applied Intelligence Limited	D&B: – ■■■REDACTED■■■	D&B: – Failure Score 11
	Companywatch – ■■■REDACTED■■■	Companywatch – H-Score 26
Key Subcontractor Program Planning Professionals Ltd (t/a MI-GSO PCUBED)	D&B: – ■■■REDACTED■■■	D&B: – Failure Score 11
	Companywatch – ■■■REDACTED■■■	Companywatch – H-Score 26
Key Subcontractor Roke Manor	D&B: – ■■■REDACTED■■■	D&B: – Failure 11
	Companywatch – ■■■REDACTED■■■	Companywatch – H-Score 26
Key Subcontractor PricewaterhouseCoopers LLP	D&B: – ■■■REDACTED■■■	D&B: – Failure 11
	Companywatch – ■■■REDACTED■■■	Companywatch – H-Score 26

PART B – RATING AGENCIES

Dun and Bradstreet	Credit Rating Level 1 = Failure Score of 51 or above	Low Risk
	Credit Rating Level 2 = Failure Score of 11 to 50	Greater Than Average Risk

	Credit Rating Level 3 = Failure Score of 10 or below	High Risk
Companywatch	Credit Rating Level 1 = 36 and above	Low Risk
	Credit Rating Level 2 = 26 to 35	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

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

Operational Board	
Strategic Performance Management	As per Schedule 7 Section 4.4
Commercial Performance Management	As per Schedule 7 Section 4.6
Localised Performance Board	As per Schedule 7 Section 4.5

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

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are:
REDACTED
2. The contact details of the Supplier's Data Protection Officer are:
REDACTED
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>N/A – for any future SOW that requires BAE Systems to process data as a processor, the relevant privacy paperwork in relation to the processing of data will be included at the SOW level.</i></p> <p>The Supplier is Controller and the Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <p><i>N/A</i></p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p><i>N/A</i></p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ol style="list-style-type: none"> 1. <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> 2. <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the</i>

	<p>Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.</p> <p><i>e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</i></p>
Duration of the processing	Duration of the Contract
Nature and purposes of the processing	<p>As independent controllers for the purposes of administrative activities including:</p> <ul style="list-style-type: none"> • Invoicing • Statutory obligation • General administrative activities
Type of Personal Data	Name, address, date of birth, telephone number, images of members of staff.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/clients, 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	7 years and in line with NCSC guidance.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	Performance against the agreed Deliverables, Milestones, SLAs and KPIs	To be agreed between the Parties	Quarterly
Key Sub-Contractors	Breakdown of Key Sub-Contractor usage, as well as other subcontractor usage	To be agreed between the Parties	Quarterly