



**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 31 July 2023 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; N/A 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.
- .1.3 the Call Off Terms; and



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.1.4 Framework Schedule 18 (Tender).



Section A

General information

Contract Details	
Contract Reference:	W61651 (C173185)
Contract Title:	ESR Transformation Programme Technical Evaluation Support Services (TESS)
Contract Description:	This contract is for services to work alongside and support the NHSBSA in the assurance of the Bidders proposed technical solution and service offerings for the ESR Transformation Programme
Contract Anticipated Potential Value:	£2M Ex VAT
Estimated Year 1 Charges:	
Commencement Date:	31 July 2023

Buyer details
Buyer organisation name NHS Business Services Authority
Billing address Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle upon Tyne, NE15 8NY.
Buyer representative name Agbomeire I. Ikhaobomeh
Buyer representative contact details agbomeire.ikhaobomeh@nhsbsa.nhs.uk
Buyer Project Reference



W61651 (C173185)

Supplier details

Supplier name

Capgemini UK Plc

Supplier address

1 Forge End, Woking
Surrey
GU21 6DB

Supplier representative name

[REDACTED]

Supplier representative contact details

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number
NHSBSA-ESR-TS3

Guarantor details

Guarantor Company Name

Not Applicable

Guarantor Company Number

Not Applicable

Guarantor Registered Address

Not Applicable



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

- | | |
|--|--------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | x |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| 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

31 July 2023

Contract Period

Initial Term Months
12 Month

Extension Period (Optional) Months
2 x 6-Month period

Minimum Notice Period for exercise of Termination Without Cause
30 Days

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:
Buyer Premises:

Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle upon Tyne.
NE15 8NY

Hesketh House, 200 – 220 Broadway, Fleetwood, FY7 8LG

**Supplier Premises:**

Supplier Personnel shall work from Locations as determined by the Supplier (which may include Supplier Personnel home locations) for the duration of this Call Off Contract. Any rights of entry to Supplier premises or other assessments of physical location associated with the audit rights or other obligations in this Call Off Contract shall not apply to Supplier Personnel work from home locations.

Third Party Premises:

Not Applicable

Buyer Assets

Not Applicable

Additional Standards

Not Applicable

Buyer Security Policy

See document 'Information Security Policy' as attached to the ITT

Buyer ICT Policy

Not Applicable

Insurance

Third Party Public Liability Insurance (£) – 1,000,000 per year

Professional Indemnity Insurance (£) – 1,000,000 per year

Buyer Responsibilities

1. Buyer to notify Supplier of any specific legal or regulatory requirements that apply to the Buyer along with the practical steps for compliance in order to enable the Supplier to provide the Services in a compliant manner.
2. Act as Data Controller and obtain appropriate and required consent to all Personal Data in respect of which the Buyer will provide access to Supplier Personnel.



3. Not grant access to or provide any Personal Data to Supplier Personnel other than on Buyer's estate, environment, equipment and/or infrastructure.
4. Ensure Buyer Data backups and Data restoration processes in accordance with good industry practice and at a minimum that backups of Buyer Data are conducted every 24 hours.
5. Buyer Responsibilities will be captured in each SOW and specific to that SOW.
6. The Buyer to be responsible for any business decisions that it makes and shall be responsible for making its own checks, due diligence and determinations to satisfy itself of the findings detailed in any Deliverables provided by the Supplier, with responsibility for outcomes and compliance with the regulatory and legislative framework remaining with the Buyer.
7. The Buyer to ensure Deliverables provided by the Supplier to be accepted by it upon satisfaction of a defined objective acceptance criteria as set out in the applicable SOW.
8. The Buyer to provide accurate and complete information required for the performance of the Services.
9. The Buyer to collaborate in the performance of the Services and to participate in meetings and training sessions.
10. The Buyer to provide access to its resources, including facilities, software, hardware, personnel and data as required by the Supplier in its performance of the Services.
11. The Buyer will provide workstations (laptops) to all Supplier resources. Should the Buyer not provide laptops, Buyer to provide suitable approved connectivity to its network for Supplier laptops/devices.
12. The Buyer will remain responsible for the design of the evaluation model, and the design and co-ordination of the PoC and Negotiation activities.

Goods

Not Applicable

Governance – Option Part A or Part B

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

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.



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses

Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	SOW level
S2: Testing Procedures	Not Applicable
S3: Security Requirements (either Part A or Part B)	Not Applicable
S4: Staff Transfer	Not Applicable
S5: Benchmarking	Not Applicable
S6: Business Continuity and Disaster Recovery	Not Applicable
S7: Continuous Improvement	Not Applicable
S8: Guarantee	Not Applicable
S9: MOD Terms	Not Applicable

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	Not Applicable
C2: Security Measures	Not Applicable
C3: Collaboration Agreement	Not Applicable

Part C - Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	Not Applicable
Northern Ireland Law	Not Applicable
Joint Controller Clauses	Not Applicable

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

Additional Schedule S3 (Security Requirements)

Not Applicable



Additional Schedule S4 (Staff Transfer)

Not Applicable

Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Not Applicable



Section D Supplier Response

Commercially Sensitive Information

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



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	Chief Executive Officer
Signature	
Date	



Attachment 1 – Services Specification

1. This Section 3 provides an overview of the Authority 's requirements and deliverables.

- a. The approved OBC identified a need to support the NHSBSA with the appointment of independent advisors. This procurement is to secure the services of an appropriate provider to work alongside and support the NHSBSA in the assurance of the Bidders proposed technical solution and service offerings across all the procurement stages, specifically at the Invitation to Submit Initial Tender (ISIT), the Negotiation/PoC and at Invitation to Submit Final Tender (ISFT). This approach is supported by the Cabinet Office Complex Transactions Team.
- b. The scope of support and assurance extends to the 'technical' components of the procurement and evaluation, defined as Programme Vision & Operating Model, Programme and Service Component Delivery, Functionality (including Service Concepts & User Centred Design (UCD)), and Technical Capabilities.
- c. Through a series of market engagement events, the Programme has had insight from the IT industry and marketplace on the types of potential solutions and software that may be proposed by bidders during the procurement process. That insight suggested the use of cloud-based services, including Software as a Service (SaaS) / Platform as a Service (PaaS) offering to provide both core Enterprise Resource Planning (ERP) / Human Capital Management (HCM) software, and specialist software to meet very specific functional requirements. The NHSBSA is seeking specialist knowledge and expertise in this area and of complex SaaS / PaaS based services at scale, specifically in the following disciplines:
 - i. Architecture Design & Assurance
 - ii. Data Management
 - iii. Infrastructure
 - iv. Security
 - v. Service Management and operating models

2. Detailed Requirements

- a. Post the award of contract for this Technical Evaluation Support Service, there is an immediate requirement for the provider to mobilise resources to carry out the following activities, within a maximum 8-week period: -
 - i. Agree the initial Statement of Works (SoW)
 - ii. Read and digest all appropriate Programme information to allow the provider to commence the assessment and assurance of the Bidder's proposals in response to the ISIT.
 - iii. Complete the review and refinement of the draft Evaluation Guidance, designed to assist evaluators in the evaluation of Bidder's responses to the ISIT.
- b. Post the initial 8-week period, the provider shall be required to carry out the activities described below: -



- i. To review the Bidder's responses (up to 5) aligned to the 'technical' scope, assuring the Authority of the validity, viability and feasibility of each Bidder's proposed solution and service offering against the subjects:
 - Programme Vision & Operating Model
 - Programme and Service Component Delivery
 - Functionality (including Requirements, Service Concepts & UCD)
 - Technical Capabilities and
 - Financial model(s) limited to the assessment of solution and service feasibility.
- ii. To support the Authority during the Negotiation & PoC, participating in the review of the Bidders proposed solution as part of a series of planned exploratory exercises, spread over an estimated 12-week period covering Usability, Service Concepts, and Technical Capabilities.
- iii. To support the Authority during the Negotiation & PoC, specifically participating in a series of technical deep dives aimed at exploring the Bidders proposed solution in the areas of Interoperability, Data Migration, Performance & Scalability, and other areas as may be required.
- iv. To support the Authority in the development and subsequent implementation of a future operating model in support of the Future NHS Workforce Solution and Service.
- v. As and when necessary, to keep the Authority updated on any perceived issues arising from the Bidders proposals aligned to the 'technical' scope.
- vi. The provider shall be required to present a monthly status report against these requirements and the deliverables throughout the duration of the contract.

3. **Deliverables**

- a. At each stage of the procurement (namely at the end of ISIT, Negotiation / PoC and ISFT), construct a report for the Authority on each of the Bidder proposals (up to 5), in format(s) to be agreed with the Authority, that details
 - i. The strengths and weaknesses of the proposed service offering and underlying technical solution in the categories referenced in 6.4.2.2.
 - ii. An assessment on the bidders proposed approach to mitigating a series of identified risks (which correlate to UCD, and each of the defined Service Concepts and Technical Capabilities).
 - iii. A statement on the technical viability and feasibility of the future state solution proposed by the Bidder.



- iv. A statement on any future Technology associated risks, restrictions or stored up liabilities associated with each of the Bidders proposed solutions.
 - v. An Executive Summary suitable for Programme Executives and senior stakeholders, which may be subject to public scrutiny.
 - vi. Any appropriate information that the provider may wish to submit to assure the Authority.
- b. For each of the deliverables / outputs, the provider will:
- i. Agree a Statement of Work (SoW) on either a Fixed Cost or Capped Time and Material basis. The Authority will reference the Tendering Organisation's Commercial response to the ITT to ensure consistency of approach to pricing. Once a SoW is agreed, a purchase order will be raised.
 - ii. Provide weekly reports of burndown rates by Resource Type
 - iii. Provide a detailed breakdown of resource used by Resource Type and number of days to be agreed by the ESR Transformation Programme as part of the pre-invoicing process.
- c. Additionally, the provider:
- i. will report to the ESR Transformation Programme Technical Workstream Lead, with an escalation route to the ESR Transformation Programme Director
 - ii. will appoint a key person as a single point of contact to lead its involvement at the outset, who will act as the contact through to the conclusion of the engagement.
 - iii. may engage with internal and external stakeholders of the ESR Transformation Programme, across various specialisms and seniority as and when may be required.



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Not Applicable

Part B – Service Charges

Not Applicable

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

This rate card is based on three SFIA skills categories to reflect different skills for this work. The detail for each table is as presented below.

Table A

Role/Consulting Hierarchy	Day Rate (£ ex VAT)	SFIA Level of Responsibility
STRATEGY & ARCHITECTURE Analyst		Follow
STRATEGY & ARCHITECTURE Junior Consultant		Assist
STRATEGY & ARCHITECTURE Consultant		Apply
STRATEGY & ARCHITECTURE Senior Consultant		Enable
STRATEGY & ARCHITECTURE Principal Consultant		Ensure, Advise
STRATEGY & ARCHITECTURE Managing Consultant		Initiate, Influence
STRATEGY & ARCHITECTURE Partner		Set Strategy, Inspire, Mobilise

Table B

Role/Consulting Hierarchy	Day Rate (£ ex VAT)	SFIA Level of Responsibility
CHANGE & TRANSFORMATION Analyst		Follow
CHANGE & TRANSFORMATION Junior Consultant		Assist
CHANGE & TRANSFORMATION Consultant		Apply
CHANGE & TRANSFORMATION Senior Consultant		Enable



CHANGE & TRANSFORMATION Principal Consultant		Ensure, Advise
CHANGE & TRANSFORMATION Managing Consultant		Initiate, Influence
STRATEGY & ARCHITECTURE Partner		Set Strategy, Inspire, Mobilise

Table C

Role/Consulting Hierarchy	Day Rate (£ ex VAT)	SFIA Level of Responsibility
DEVELOPMENT & IMPLEMENTATION Analyst		Follow
DEVELOPMENT & IMPLEMENTATION Junior Consultant		Assist
DEVELOPMENT & IMPLEMENTATION Consultant		Apply
DEVELOPMENT & IMPLEMENTATION Senior Consultant		Enable
DEVELOPMENT & IMPLEMENTATION Principal Consultant		Ensure, Advise
DEVELOPMENT & IMPLEMENTATION Managing Consultant		Initiate, Influence
DEVELOPMENT & IMPLEMENTATION Partner		Set Strategy, Inspire, Mobilise

Part D – Risk Register

No.	Title	There's the Risk of	Resulting	Actions
A	Amendment of timescale	The Buyer's procurement timescale for the ESR solution is delayed	Amendment to the Supplier's proposed timescales and resourcing model	TBD at SOW level
B	Resourcing continuity	The Buyer's procurement timescale for the ESR solution is delayed	Request to temporarily stand-down the Supplier's team. Continuity of resourcing cannot be guaranteed in such circumstances.	TBD at SOW level



C	SOW Approval Delays	Approvals of individual SOWs are not completed in a timely manner	A & B above	TBD at SOW level
D	Additional Resource Requirement	Number/volume of responses to ESR tender are such that additional resources are required to complete review in line with procurement time-scales.	Amendment to the Supplier's proposed time-scales and resourcing model	TBD at SOW level

Further risks will be identified at SOW level.

Part E – Early Termination Fee(s)

Not Applicable



Attachment 3 – Outline Implementation Plan

Implementation Plan will be as detailed in the individual Statement of Works (SOW) for the Call Off Contract.



Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

1. Service levels and Service Credits are non-applicable.
2. Any key performance indicators will be agreed at statements of work level where necessary.
3. The following social value KPIs will be tracked throughout the term of the Call Off Contract.

Social Value Theme 4: Equal Opportunity

This Theme focuses on actions taken to identify and tackle inequality in employment, skills, and pay.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Social Value Theme 5: Wellbeing

[REDACTED]



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[Redacted text block]

[Redacted text block]



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .1.5 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

Key Supplier Personnel	Key Role(s)	Duration

Part B – Key Sub-Contractors

Not Applicable



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Attachment 6 – Software

Not Applicable



Attachment 7 – Financial Distress

1. It is assumed that given the size, standing and scale of the Supplier and the duration of the contract, Attachment 7 will not be applied. However, the Buyer shall continue to monitor the rating and performance of the Supplier through the reports of Dun and Bradstreet and shall discuss any concerns that the Buyer may have should there be noticeable deterioration from the reports at any time.



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	
Buyer Members for the Operational Board	Technical Assurance Workstream Lead
Supplier Members for the Operational Board	Programme Manager
Frequency of the Operational Board	Monthly
Location of the Operational Board	Virtual



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

2. The contact details of the Buyer's Data Protection Officer are: [REDACTED]
3. The contact details of the Supplier's Data Protection Officer are: [REDACTED]
4. The Processor shall comply with any further written instructions with respect to processing by the Controller.
5. 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>Business contact details of Authority staff involved in evaluating bids</p>
Duration of the processing	Contract duration
Nature and purposes of the processing	To evaluate the bidders' solutions and provide a report to the Authority to assist in the evaluation process.
Type of Personal Data	<ul style="list-style-type: none">Name & Contact Details
Categories of Data Subject	<ul style="list-style-type: none">Authority and User Organisation employees in England and Wales (including temporary or casual workers, volunteers, assignees, trainees, external learners, retirees, pre-hires and applicants)Authority agents, advisors, consultants and other professional experts (contractors)
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	At the end of the contract, the data will be deleted.



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Attachment 10 – Transparency Reports

Not Applicable



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Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses