

**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 15/06/2021 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;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	ecm_62645
Contract Title:	Network Cabling Services at 2MS 21-22
Contract Description:	<p>Following the move to 2 Marsham Street, London, SW1P 4DF (2MS), DEFRA Group has a requirement for a Fibre and Copper Moves Adds and Changes service to complete the daily change requests from the DEFRA Group team based at the London site. The following functions will be provided to DEFRA Group as part of the ITM Communications Ltd onsite resource service:</p> <ul style="list-style-type: none"> • Data outlet moves • Data outlet additions • Data outlet removal • Cabling fault investigation and repair • Local site survey • Patching • Escorting of Defra Group 3rd party suppliers / contractors around 2MS for ICT requirements. • Adhoc Project works and project management of Defra Group requests to ITM Communications Ltd for onsite resource tasks.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract £81,100	
Estimated Year 1 Charges:	£81,100
Commencement Date: this should be the date of the last signature on Section E of this Order Form 01 November 2021	

Buyer details
Buyer organisation name Department for Environment, Food and Rural Affairs (Defra)
Billing address Your organisation's billing address - please ensure you include a postcode Accounts Payable (Defra), SSCL, PO Box 797, Newport, Gwent, NP10 8FZ
Buyer representative name The name of your point of contact for this Order <div style="background-color: black; height: 1.2em; width: 100%;"></div>
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. <div style="background-color: black; height: 1.2em; width: 100%;"></div>

Buyer Project Reference

Please provide the customer project reference number.

Project_34277

Supplier details**Supplier name**

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

ITM Communications Ltd

Supplier address

Supplier's registered address

41 Alston Drive, Bradwell Abbey, Milton Keynes, Buckinghamshire, MK13 9HA

Supplier representative name

The name of the Supplier point of contact for this Order

[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.

[Click here to enter text.](#)

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.

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

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 | <input type="checkbox"/> |
| c: Technical Management | X |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

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)
3	60 (5)
5	60 (5)

Initial Term Months

12

Extension Period (Optional) Months

12

Minimum Notice Period for exercise of Termination Without Cause 90

(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:

Buyer Premises:

2 Marsham Street, London, SW1P 4DF (2MS)

Supplier Premises:

Not applicable

Third Party Premises:

Not applicable

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.

All ITM Communications Ltd resources that provide onsite services at 2MS must hold at a minimum an SC clearance.

Abides by all regulatory or mandatory industry standards, as well as any specific standards required by a service or system supplier, in order for a system or service to be bought into operation. The detailed design, installation and testing of the cable shall comply with all applicable UK Standards and Statutory Requirements including, but not restricted to:

- BS6701:2016+A1:2017*: Telecommunications equipment and telecommunications cabling – Specification for installation, operation and maintenance
- BS ISO/IEC 11801-1-6:2017 Information technology – Generic Cabling for Customer Premises:
 - -1 General Requirements
 - -2 Office Premises
 - -3 Industrial Premises
 - -5 Data Centres
 - -6 Distributed Building Systems
- BS EN 50173-1:2018 Information technology – Generic cabling systems – General requirements
- BS EN 50173-2:2018 Information technology. Generic cabling systems. Office premises
- BS EN 50173-3:2018 - Information technology. Generic cabling systems. Part 3: Industrial premises
- BS EN 50173-5:2018 - Generic cabling systems – Data centres
- BS EN 50174-1 2018: Information technology – Cabling installation – Part 1: Specification and quality assurance
- BS EN 50174-2 2018: Information technology – Cabling installation – Part 2: Installation planning and practices inside buildings
- BS EN 50174-3: Information technology – Cabling installation – Part 3: Installation planning and practices outside buildings
- BS EN 50346: Information technology – Testing of installed cabling
- BS EN 50310: Application of equipotential bonding and earthing in buildings with information technology equipment

All products installed as relevant to:

- BS EN 13501-2:2016 Fire classification of products and building elements (Construction Product Regulations CPR305/2011)
- Health and Safety at Work, etc. acts 1974 (HSAW) including but not limited to:
 - Management of Health and Safety at Work Regulations
 - Workplace (Health, Safety and Welfare) Regulations
 - Provision and Use of Work Equipment Regulations
 - Personal Protective Equipment at Work Regulations
 - Manual Handling Operations Regulations

- Construction (Design Management) Regulations

FIA Accredited Installer is required to comply with strict criteria and must apply the relevant elements of the FIA Risk Reduction Index to all work. These can be viewed at www.fia-online.co.uk/AIS/eais01a-99-index.htm.

FIRE PERFORMANCE OF TELECOMMUNICATIONS CABLES

For new installations and the refurbishment or extension of existing installations, cables installed in the spaces bounded by the external fire barriers of buildings and other structures shall meet the following requirements:

a) installation cables (as defined in Clause 3 of BS6701:2016+A1:2017) shall, as a minimum, meet the requirements of EuroClass Cca-s1b, d2, a2, in accordance with BS EN 13501-6; and

b) all other telecommunications cables shall, as a minimum, either:

- 1) meet the requirements of EuroClass Eca, in accordance with BS EN 13501-6; or
- 2) meet the recommended requirements of BS EN 60332-1-2.

The installation of cables penetrating the external fire barrier of buildings shall conform to the BS EN 50174 series of standards

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.

All ITM Communications Ltd resources that provide onsite services at 2MS must hold at a minimum an SC clearance.

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.

To comply with Defra Group policies

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

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Provision of suitable workspace

Provision of access to all service areas

Provision of customer specific IT equipment required to complete the Service e.g., laptop

Provision of accounts for any Defra owned IT systems that may need updating during the Service delivery. E.g., email or database.

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	<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. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 1.3.2 (a), the figure shall be £[insert details]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].

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
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S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> 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.

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

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.*

[None]

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	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	14/10/2021

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	14/10/2021

Attachment 1 – Services Specification

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)

Following the move to 2 Marsham Street, London, SW1P 4DF (2MS), DEFRA Group has a requirement for a Fibre and Copper Moves Adds and Changes service to complete the daily change requests from the DEFRA Group team based at the London site.

The following functions will be provided to DEFRA Group as part of the ITM Communications Ltd onsite resource service:

- Data outlet moves
- Data outlet additions
- Data outlet removal
- Cabling fault investigation and repair
- Local site survey
- Patching
- Escorting of Defra Group 3rd party suppliers / contractors around 2MS for ICT requirements.
- Adhoc Project works and project management of Defra Group requests to ITM Communications Ltd for onsite resource tasks.

DEFRA Group shall prioritise the works to the ITM Communications Ltd onsite engineer. The requirements are as:

Req No #	Requirement Description
1	Support Defra Group 3 rd Party suppliers / contractors in installing new Lan equipment and in maintenance visits.
2	Provide secure facility to store spare LAN devices and accept delivery ready for Defra group suppliers to install, unless agreed where the Supplier can install equipment ready for 3 rd Party supplier / contractor to configure and connect. Defra Group shall also provide an onsite storage area in 2MS for required onsite stock to ITM Communications Ltd.
3	Provide cabling installation services for a new Defra Group location within 2MS – to include patch panel cabling and building cabling, fibre or CAT 5E/ 6/ 6A along with installation of cabling to router and LAN equipment. Patching to floor ports and includes testing of installed cabling. Defra 3 rd Party suppliers / contractors will be responsible for LAN equipment install in racks and configuration.
4	The ITM Communications Ltd resource shall remove cabling within computer room(s) and comms cabinets within 2MS on request from Defra Group. Defra Group 3 rd Party suppliers / contractors will decommission LAN equipment.
5	Provision, installation and co-ordination of 3 rd party supplier maintenance of UPS equipment where contracts exist for Defra Group IT equipment located in computer rooms.
6	Provision of site surveys, and consultancy on the requirement and specifications of cabling. This includes basic Wi-Fi surveys. A basic survey would be for small deployments to assess any infrastructure requirements. Note: Full WiFi Survey with heat maps, spectrum analysis and design to be an additional chargeable service as requires a different Engineering skill set. Handled as an Adhoc project requirement.
7	Provide support to Defra suppliers in LAN configuration including escorting duties and accessing computer rooms.
8	Out of hours support will be subject to additional approved Change Control Note (CCN).
9	Support for site power downs.
10	Update any existing documentation related to the requested services by Defra Group to reflect changes undertaken by ITM onsite engineer.

11	Service Review - Held with onsite engineer, ITM Operations Manager and DEFRA Group staff. Quarterly.
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All ITM Communications LTD resources that provide services to 2MS must hold at a minimum an SC clearance.

Details of the requirements are as:

ID	Service	Description of Service and Deliverables	Service Commentary
1	Managed Service	Provide, but not limited to, cabling and LAN equipment moves and changes within 2MS location due to organisational and in-building moves, expansion or reduction in LAN infrastructure, escorting within comms room, floor patching, installation of additional cabinets, power, switch installation or decommissioning. Supply of all materials to carry out above works.	
2-7	Project Work	Adhoc Project Work for any of the Business Areas or a bespoke quotation of the Service is not covered by the Service requirements. Any Project Work has to be authorised by both the Stakeholder and the Buyer's Point of Contact, who will be nominated by the Buyer.	Ad-hoc Project Work, as authorised by the Buyer's Point of Contact. Out of Hours Services Call Charges will be handled under the Project Work and will require authorisation by the Buyer's Point of Contact prior to proceeding with Out of Hours Call Charges.
8	Out of Hours Services	For the provision of Out of Hours Services	Ongoing monthly service. Out of Hours Services Call Charges will be handled under the Project Work and will require authorisation by the Buyer's Point of Contact prior to proceeding with Out of Hours Call Charges.

Whilst the following list is not exhaustive it gives a high-level overview of the services to be undertaken by the onsite resource.

Data Outlet Move	The onsite engineer will undertake works as directed by the DEFRA Group approved representative to move an RJ45 data outlet from one location to a new location as advised. Any existing documentation will be updated as part of this process.
	Assumptions:
	<ul style="list-style-type: none"> • Outlet will reach new location.
	<ul style="list-style-type: none"> • Floor box and tile pre-cut at new location.
	<ul style="list-style-type: none"> • No parts required. • Works can be completed safely by a single engineer.
Data Outlet Addition	The onsite engineer will install a single data outlet to a specified location and test. Any existing documentation will be updated to reflect this change.
	Assumptions:
	<ul style="list-style-type: none"> • Floor box and tile pre-cut at new location.
	<ul style="list-style-type: none"> • Parts required will be charged separately. • Works can be completed safely by a single engineer.

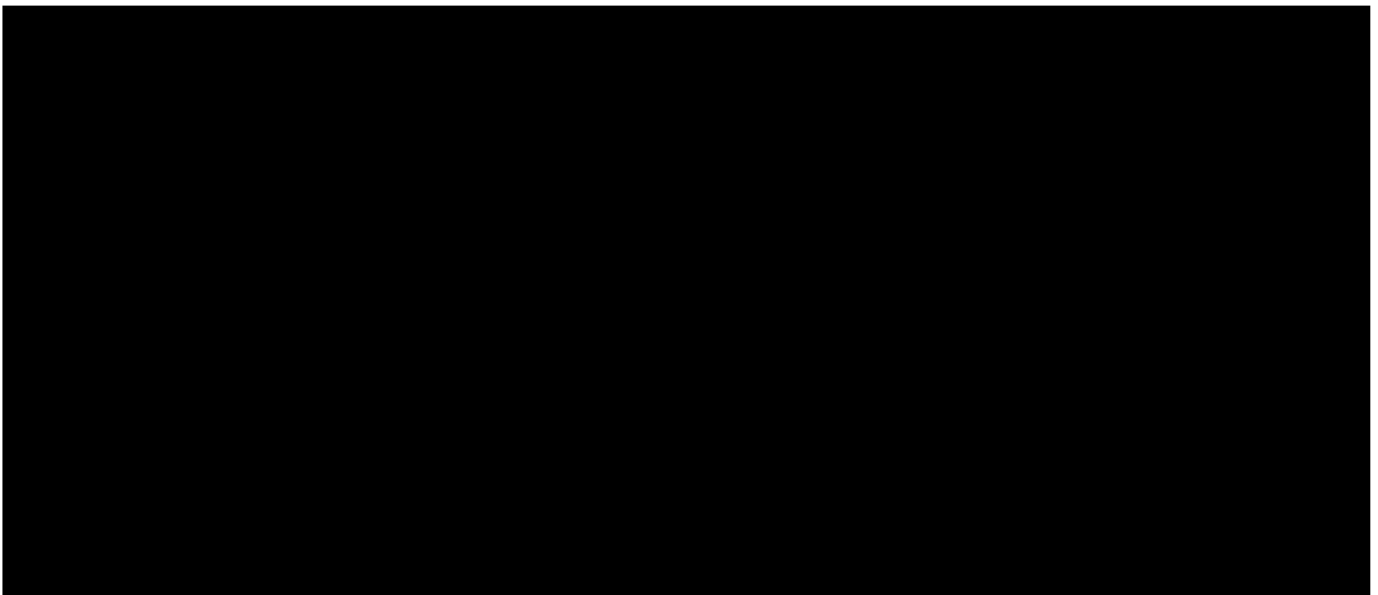
Data Outlet Removal	The onsite engineer will when requested remove a redundant outlet and pull the cable back from its source location. It can then be removed from the patch panel or coiled and left labeled as spare for source xx. Any existing documentation would be updated to reflect the change.
	Assumptions
	<ul style="list-style-type: none"> Route has no obstructions that could cause a risk to other services. Works can be completed by a single engineer.
Cabling fault	The onsite engineer will when requested investigate a reported fault and then invoke the necessary repair or assist in identifying another link that could restore service.
	Assumptions
	<ul style="list-style-type: none"> The fault is a simple fault i.e. broken outlet, patch lead etc. Faults in the midspan of the cable may require additional works and scheduling. Materials required will be charged separately. Works can be completed safely by one engineer.
Local Site Survey	The onsite engineer will when requested undertake a survey to assess the suitability and capacity for planned works at the 2MS. They will identify any routes, specialist requirements e.g. diamond drilling, tile cutting and any material required. A quotation will be provided to the team for the works as a project request proposal.
Patching	The onsite engineer will when requested undertake any patching required by DEFRA team. Any patches made / removed will be recorded. Note – to maintain accurate patching records this needs to be included as part of the change management process that also includes access to comms rooms and patching schedules.
Project Works (Adhoc) and Management	Co-ordination of project works in conjunction with ITM Project Manager when required. Usually this would follow a quotation for additional works where extra resource has been procured to undertake project works that have been requested by DEFRA Group e.g. team of engineers to run an external fibre between buildings or a team completing a weekend move.
Smart Hands	Installation of network hardware with scripted base configuration
Service Review	Held with onsite engineer, ITM Operations Manager and DEFRA staff. Quarterly.

Attachment 2 – Charges and Invoicing

Part A – Monthly Payments

Total Contract Value at contract award

- £81,100 consisting of:



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

Staff Grade	Day Rate (£)

Attachment 3 – Service Levels and Service Credits

Service Levels

Targeted 4 hour fix time hour fix for simple faults e.g. out let of patch lead where the Supplier has responsibilities, subject to:

- Spares availability
- Engineer availability
- Site access availability
- Buyer supply of any specific configurations

- Defra Group supplier being on site within time, and, if applicable, with relevant equipment/ supplies that aren't the responsibility of the Supplier – specifically data switches where Defra suppliers will configure though the supplier may be asked to install ready for the Defra supplier to configure

24/7 Support with the following Response times. The Buyer and Supplier agree the following definition of "Response times": Response times are Service Desk acknowledgement and call logged.

- Within 2 hours for In Hour Days (08.00-18.00 Mon – Fri) with onsite engineer. Multiple requests would be prioritised by DEFRA Group team.

Within 4 hours for Out of Hour Days, Bank Holidays and Weekends if Out of Hours stand by service is provided.

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
	Onsite Engineer	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
N/A				