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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

Foreign, Commonwealth and Development Office

Billing address

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



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Abercrombie House, Eaglesham Road, East Kilbride, G758EA. All invoices should be sent via email to e-invoicing@fcdo.gov.uk

Customer representative name

The name of your point of contact for this Order REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative

REDACTED

Supplier details**Supplier name**

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

XMA LTD

Supplier address

Supplier's registered address Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP

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 Enterprise Business Development Manager



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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

REDACTED

Section B Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

1. TECHNOLOGY STRATEGY & SERVICES DESIGN ☐
2. TRANSITION & TRANSFORMATION ☐

3. OPERATIONAL SERVICES

a: End User Services b: Operational ☐

Management c: Technical ☒

Management d: Application and ☐

Data Management ☐

4. PROGRAMMES & LARGE PROJECTS ☐

a. OFFICIAL ☐

Customer project reference

Please provide the customer project reference number.

PO 40126648

Call Off Commencement Date

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

01/04/2021



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a. SECRET (& above)



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)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5 year term for this Lot

Call Off Initial Period Months

24 months

Call Off Extension Period (Optional) Months

12 + 12 months(24 Months)

Minimum Notice Period for exercise of Termination Without Cause 30 days

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

In the event of Termination without cause within the 2 year initial contract period,

REDACTED



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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

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

Appendix A - Security Policy for Contractors / Consultants / Supplier

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

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.

Appendix B – XMA Catalogue Service Offer

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Location/Site(s) for provision of the Services

FCDO BSD Global Estates, Abercrombie House, Eaglesham Road, East Kilbride, G758EA.

Additional Clauses (see Annex 3 of Framework Schedule 4)



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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).

☐

A3: Staff Transfer

A4: Exit Management

C: Call Off Guarantee

☐

D: Relevant Convictions

☐

E: Security Requirements

☐

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



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H: MOD Additional Clauses ☐ ☐

B1: Business Continuity and Disaster
Recovery

B2: Continuous Improvement &
Benchmarking

☐

Alternative Clauses

B3: Supplier Equipment

☒ *To replace default English & Welsh Law, Crown Body and FOIA
subject base Call Off Clauses*

B4: Maintenance of the ICT Environment

☒

Tick any applicable boxes below

B5: Supplier Request for Increase of the
Call Off Contract Charges

☐

Scots Law Or

☐

B6: Indexation

☐

Northern Ireland Law

☐

B7: Additional Performance Monitoring
Requirements

☐

Non-Crown Bodies

☐

Non-FOIA Public Bodies

☐

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.



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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

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

[Click here to enter text.](#)

Third Party Software

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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



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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.

Total value of initial 2yr contract £997,888.02. Total payable at the start of the contract.

Invoice should contain FCDO PO number 40126648 and sent to e-invoicing@fcdo.gov.uk

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Price Card above from Appendix B XMA Catalogue Service Offering.

Any extension beyond the initial 2 years will be subject to FCDO business requirements and budget availability. The total Financial limit, including any extensions, should not exceed £1,891,888.02.



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Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

N/A total value of contract paid in advance

Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

N/A total value of contract paid in advance

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

REDACTED

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 (£)

£5M

Professional Indemnity Insurance (£)

£1M

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]			
[Call Off Contract]			
[Key Sub-Contract]			



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[Technical]			
[Performance m			

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

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.

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

Disaster Period (calendar days)



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GDPR (see Call Off Clause 23.6)

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

Appendix E – Call Off Schedule 7

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

X - Service Failures *Click here to enter text.* Y – Period (Months) *Click here to enter text.* Where applicable insert (number) *right text.*
Where applicable insert *right*

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

Customer Responsibilities

List below or append as a clearly marked document to include Key Roles
List below or append as a clearly marked document

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document



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Specific requirement and its Other CCS framework agreement(s) to be used
relation to the Services

SERVICE LEVELS AND SERVICE CREDITS *(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.

Critical Service Level Failure *(see Call Off Clause 9) 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]**.



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

Service Credits

Formula for calculation

Service Credit Cap

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*



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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 [Click here to enter text.](#)

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. £997,888.02

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	
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Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	