**CCZN22A18 Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Contract RM6100 dated 9th March 2023 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Contract**") and should be used by Buyers conducting a further competition under the Framework Contract.

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 Contract) 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 Contract and copies of which are available from the Crown Commercial Service website.

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 Term.

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. The following Attachments with reference to the corresponding Schedule in the Call-Off Terms. Attachments to this Order Form either replaces (i) an Annex to a Schedule in the CallOff Terms or (ii) a Schedule to the Call-Off Terms in its entirety (for example, Attachment 2.1

(Services Description)):

|  |  |
| --- | --- |
| **Attachment to the Order Form**  | **Schedule to the Call-Off Terms**  |
| Attachment 2.1 (Services Description)  | See Schedule 2.1 (Services Description)  |
| Attachment 2.2 (Key Performance Indicators and Subsidiary Performance Indicators Tables)  | See Schedule 2.2 (Performance Levels)  |
| Attachment 2.3 (Environmental Requirements)  | See Schedule 2.3 (Standards)  |
| Attachment 2.4 (Information Management System)  | See Schedule 2.4 (Security Management)  |
| Attachment 3 (Buyer Responsibilities)  | See Schedule 3 (Buyer Responsibilities)  |
| Attachment 4.1 (Supplier Solution)  | See Schedule 4.1 (Supplier Solution)  |
| Attachment 4.2 (Commercially Sensitive Information)  | See Schedule 4.2 (Commercially Sensitive Information)  |
| Attachment 4.3 (Key Sub-Contractors)  | See Schedule 4.3 (Key Sub-Contractors)  |
| Attachment 4.4 (Third Party Contracts)  | See Schedule 4.4 (Third Party Contracts)  |
| Attachment 5 (Software)  | See Schedule 5 (Software)  |
| Attachment 6.1 (Outline Implementation Plan)  | See Schedule 6.1 (Implementation Plan)  |
| Attachment 6.2 (Test Success Criteria)  | See Schedule 6.2 (Testing Procedures)  |
| Attachment 7.1 (Charges)  | See Schedule 7.1 (Charges and Invoicing)  |
| Attachment 7.2 (Maximum Payments on Termination)  | See Schedule 7.2 (Payments on Termination)  |
| Attachment 7.3 (Approved Benchmarkers)  | See Schedule 7.3 (Benchmarking)  |
| Attachment 7.3 (Financial Distress)  | See Schedule 7.4 (Financial Distress)  |
| Attachment 7.6 (Anticipated Savings)  | See Schedule 7.6 (Anticipated Savings)  |
| Attachment 8.1 (Representation and Structure of Boards)  | See Schedule 8.1 (Governance)  |
| Attachment 8.4 (Transparency Reports and Records to Upload to Virtual Library)  | See Schedule 8.4 (Reports and Records Provision)  |
| Attachment 9.1 (Notified Sub-Contractors)  | See Schedule 9.1 (Staff Transfer)  |
| Attachment 9.2 (Key Personnel)  | See Schedule 9.2 (Key Personnel)  |
| Attachment 11 (Processing Personal Data)  | See Schedule 11 (Processing Personal Data)  |

1. Annex 1 – Call-Off Terms and Additional/Alternative Clauses.

The Order of Precedence shall be as set out in Clause 1.4 of the Call-Off Terms being:

1. the Framework, except Framework Schedule 18 (Tender);
2. the Order Form and its Attachments (other than Attachment 4.1 (Supplier Solution) and its Annexes) and Schedule 2.2 (Performance Levels) and its Annexes;
3. the Call-Off Terms (including the Schedules and their Annexes) (other than Schedule 2.2

(Performance Levels) and its Annexes which is dealt with above in (b)); (d) Attachment 4.1 (*Supplier Solution*) and its Annexes (if any); and(e) Framework Schedule 18 (Tender).

**Section A**

# General Information

|  |  |
| --- | --- |
| **Contract Details**  |  |
| **Contract Reference:**  | CCZN22A18  |
|   |  |
| **Contract Title:**  | The Provision of a Technical Delivery Partner for the Cabinet Office  |
|   |  |
| **Contract Description:**  | Please refer to Attachment 2.1 – Services Description  |

|  |  |
| --- | --- |
| **Contract Anticipated Potential Value:**  | £13,500,000 (excluding VAT) Bid Price - £11,709,407.63 (excluding VAT). All optional additional services - £1,790,592.37 (excluding VAT) This includes the option to extend. Please note that the initial Purchase Order (PO) will cover the Discovery and Pilot Stages only. See details in Order Form attachments.  |

|  |
| --- |
| **Buyer details**  |
| **Buyer organisation name** The Cabinet Office  |

**Billing address**

Please note that the initial Purchase Order (PO) will cover the Discovery and Pilot Stages only. See details in Order Form attachments.

Invoices should initially be sent to:

**Redacted under FOIA section 40, Personal Information**

|  |
| --- |
| **Buyer representative name** Cabinet Office Contract Manager  |
|  **Buyer representative contact details** **Redacted under FOIA section 40, Personal Information** |
|  **Buyer Project Reference** Project Falcon, CO Digital  |

|  |
| --- |
| **Supplier details**  |
| **Supplier name**  |

Capgemini UK Plc

**Supplier address**

No.1 Forge End

Woking

Surrey

GU21 6DB

|  |
| --- |
| **Supplier representative name** **Redacted under FOIA section 40, Personal Information** |
|  **Supplier representative contact details** **Redacted under FOIA section 40, Personal Information** |
|  **Order reference number** CCZN22A18 Purchase Order number: TBC to follow for Discovery only.  |

# Section B Part 1 – Framework Lots (for multi-Lots only) - Not applicable

|  |
| --- |
| **Framework Lot under which this Order is being placed - Not applicable as not multi-lot** |
| 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. MAJOR SERVICES TRANSFORMATION PROGRAMMES  | ☐  |
|  |  |
| 5. SERVICE INTEGRATION AND MANAGEMENT  | ☐  |

# Part 2 – Contract Details

**Initial Term**

Thirty-six (36) months – Three (3) years

**Extension Period**

Twelve (12) months – one (1) year

**Sites for the provision of the Services**

The Supplier shall provide the Services from the following Sites**:**

**Buyer Premises:**

Initially virtually then possibly on location at various Cabinet Office main Tech Hub sites across the United Kingdom stated below: 70 Whitehall (London)

1 Horse Guard Road (London)

Rosebery Court (Norwich)

Capital Building (Liverpool)

Benton Park View (Newcastle)

Manchester (TBC)

Glasgow (TBC)

York (TBC)

Bristol (TBC)

**Supplier Premises:**

Capgemini UK Plc

No.1 Forge End

Woking

Surrey

GU21 6DB

**Third Party Premises:**

Corporate Project Solutions Ltd.

Jubilee House

Third Avenue

Marlow

Buckinghamshire SL7 1EY

|  |
| --- |
| **Buyer Assets** * Cabinet Office laptops
* Cabinet Office smartphones and tablets
* Building pass ID cards
 |

**Insurance**

Third Party Public Liability Insurance (£) - £10m

Professional Indemnity Insurance (£) - £10m

**Goods**

N/A – However, Cabinet Office laptops, mobiles, and security badges may need to be issued

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Security Management – Option Part A**

|  |  |
| --- | --- |
| **Security Management Schedule**  | **Tick as applicable**  |
| Part A – Security Assurance  | x  |
| Part B – Security Accreditation  | ☐  |

The Part selected above shall apply this Contract.  |

**Section C**

# Part 1 – Additional and Alternative Buyer Terms

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Alternative Clauses and Additional Clauses** *(see Annex 3 of Framework Schedule 4)* *This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Alternative and Additional Terms and Conditions Lot 4* **Part A – Additional Clauses**

|  |  |
| --- | --- |
| **Additional Clauses**  | **Tick as applicable**  |
| C1: Collaboration Agreement  | x  |
| C2: MOD Clauses  | ☐  |

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.  **Part B - Alternative Clauses** The following Alternative Clauses will apply:

|  |  |
| --- | --- |
| **Alternative Clauses**  | **Tick as applicable**  |
| Scots Law  | ☐  |
| Northern Ireland Law  | ☐  |

 Where selected above the Alternative Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.  |

# Part 2 - Additional Information Required for Additional Clauses Selected in Part 1

**Additional Clause C1 (Collaboration Agreement)**

The Cabinet Office, Technical Delivery Partner and the Migration Partner

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Effective Date:

Collaboration agreement to be signed by both parties within 1 month of contract start

An executed Collaboration Agreement from the Supplier has been provided to the Buyer - N/A

# Section D Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Contract RM6100.

**SIGNATURES**

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name  | **Redacted under FOIA section 40, Personal Information** |
| Job role/title  | **Redacted under FOIA section 40, Personal Information** |
| Signature  | **Redacted under FOIA section 40, Personal Information**  |
| Date  | **30/03/2023**  |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name  |  **Redacted under FOIA section 40, Personal Information** |
| Job role/title  |  **Redacted under FOIA section 40, Personal Information** |
| Signature  |  **Redacted under FOIA section 40, Personal Information** |
| Date  |  **30 March 2023** |

**Attachments to this Order Form**

Please refer to CCZN22A18 Order Form Attachments.

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

Additional Clause C1 (Collaboration Agreement) used for this requirement.