



**RM6100 Technology Services 3  
Framework Schedule 4 Annex 1  
Lot 4 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Contract RM6100 dated 16th June 2021 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 <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 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 Call-Off 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 7.4 (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)

### 3. 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:

- (a) the Framework, except Framework Schedule 18 (Tender);
- (b) the Statement of Work;
- (c) 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;
- (d) 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 (c));
- (e) Attachment 4.1 (*Supplier Solution*) and its Annexes (if any); and
- (f) Framework Schedule 18 (Tender).

## Section A

### General Information

Contract Details	
Contract Reference:	To be confirmed
Contract Title:	Provision of a Digital Strategic Delivery Partner for the Cabinet Office
Contract Description:	Please refer to Order Form Attachment 2.1 - Services Description
Contract Anticipated Potential Value:	Up to £100,000,000.00. This includes the Extension Period. To note the commitment to spend under this Contract will be through Statements of Work (SoWs) issued under this Contract, duly executed by the Parties and incorporated into Attachment 2.1 (Services Description).

#### Buyer details

**Buyer organisation name**  
The Minister for the Cabinet Office

#### Billing address

The Supplier shall send Invoices for initial review to

**REDACTED (Under Section 31 of the Freedom of Information Act 2000)**

Upon confirmation of the completion of satisfactory review, invoices should then be sent to:

**REDACTED (Under Section 31 of the Freedom of Information Act 2000)**

Email: **REDACTED (Under Section 31 of the Freedom of Information Act 2000)**

A Purchase Order will be raised for each Statement of Work issued under this Call Off Contract, and must be quoted on the pertaining invoice(s), as well as the Statement of Work reference number. The Supplier will send invoice(s) in regard to each individual Statement of Work.

#### Buyer representative name

**REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

**Buyer representative contact details**

**REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

**Supplier details****Supplier name**

CGI IT UK Limited

**Supplier address**

20 Fenchurch Street, 14<sup>th</sup> Floor, London, EC3M 3BY

**Supplier representative name**

**REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

**Supplier representative contact details**

Email and telephone contact details of the supplier's representative

Landline telephone number – **REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

Mobile telephone number – **REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

E-Mail Address - **REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

## Section B

### Part 1 – Framework Lots (for multi-Lots only)

Not Used

### Part 2 – Contract Details

#### Term

##### Initial Term

Thirty-Six (36) months

##### Extension Period

Up to two (2) periods, each of up to twelve (12) months in duration

#### Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

##### Buyer Premises:

Any of the Buyer's Premises located within the United Kingdom as specified in each Statement of Work

##### Supplier Premises:

Any of the Supplier's Premises located within the United Kingdom as specified in each Statement of Work

##### Third Party Premises:

Any of the Third Party Premises located within the United Kingdom as specified in each Statement of Work

#### Buyer Assets

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Contract.*

Buyer Assets may include for example Cabinet Office laptops, Cabinet Office smartphones and tablets and building pass ID cards. Each Statement of Work shall include details of the Buyer Assets relevant to that SoW.

#### Insurance

*Guidance Note: if this 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 (£) - £10,000,000.00

Professional Indemnity Insurance (£) - £10,000,000.00

## Goods

Not Used

## Security Management – Option Part A or Part B

*Guidance Note: Schedule 2.4 (Security Management) of the Call-Off Terms has two options in respect of Security Management. Refer to Schedule 2.4 (Security Management) for detailed guidance on which Part to select.*

Security Management Schedule	Tick as applicable
Part A – Security Assurance	<input type="checkbox"/>
Part B – Security Accreditation	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

## Section C

### Part 1 – Additional and Alternative Buyer Terms

#### Alternative Clauses and Additional Clauses

See also Annex A

#### Part A – Additional Clauses

Additional Clauses	Tick as applicable
C1: Collaboration Agreement	X
C2: MOD Clauses	<input type="checkbox"/>

#### Part B - Alternative Clauses

Not Used

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

#### Additional Clause C1 (Collaboration Agreement)

*Guidance Note: where Clause C1 (Collaboration Agreement) has been selected in Part 1 of Section C above, include details of organisation(s) required to collaborate immediately below.*

If required under any Statement of Work, an executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the SoW Effective Date:

20 Working Days

## Section D

### Contract award

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

The Buyer hereby appoints the Supplier as a provider of the Services through the due execution of Statements of Work under this Contract.

In consideration of the Supplier agreeing to enter into this Contract and to perform its obligations under it the Buyer agrees to pay and the Supplier agrees to accept on the signing of this Contract the sum of one pound (£1.00) sterling (receipt of which is hereby acknowledged by the Supplier).

#### SIGNATURES

##### For and on behalf of the Supplier

Name	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Job role/title	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Signature	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Date	21st February 2024

##### For and on behalf of the Buyer

Name	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Job role/title	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Signature	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Date	21st February 2024



## **Attachments to this Order Form**

See SDP ORDER FORM ATTACHMENTS

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

Additional/Alternative Clauses may be outlined in any Statement of Work. See Attachment 2.1 (Services Description)

### Definitions

1.1. In this Annex 1, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

<b>“Approval”</b>	means the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
<b>“Buyer Materials”</b>	means any Buyer data, Buyer equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Buyer which are provided to the Supplier by or on behalf of the Buyer;
<b>“COAB”</b>	the Cabinet Office Approvals Board;
<b>“Project”</b>	a group of Deliverables and/or subset of Services specified in a SoW;
<b>“Project Brief”</b>	A description of the Services required for the relevant Project;
<b>“Statement of Work” or “SoW”</b>	means a document substantially in the form set out in Attachment 2.1.1 to the Order Form (Statement of Work Template) to refine the relevant work package Deliverables, as agreed and signed by the Parties;

### 2. Statements of Work

2.1. Nothing agreed in a Statement of Work or a variation to a Statement of Work shall result in a substantial modification to the Contract (within the meaning of the Regulations and the Law) for the avoidance of doubt a substantial modification may include but is not limited to:

- 2.1.1. a variation of the Services procured under this Contract;
- 2.1.2. an increase in the Charges agreed under this Contract; and
- 2.1.3. a change in the economic balance between the Parties to the detriment of the Buyer that is not provided for in this Contract.

2.2. The Buyer does not commit to commissioning any Statements of Work under this Contract.

### 3. Agreement of Statements of Work

3.1. The Buyer shall provide a Project Brief to the Supplier which shall include as a minimum:

- 3.1.1. the scope of the Deliverables;
- 3.1.2. timescales for delivery;
- 3.1.3. the location at which the Services are required to be delivered;
- 3.1.4. the anticipated charging structure;

- 3.1.5. a summary of all dependencies known to, or which should reasonably be known to, the Supplier;
- 3.1.6. resourcing requirements;
- 3.1.7. the anticipated total Charges for the Project;
- 3.1.8. Key Performance Indicators (“**KPIs**”) for the Project; and
- 3.1.9. reporting requirements.
- 3.2. The Supplier shall provide a draft Statement of Work for that Project to the Buyer for its Approval within ten (10) working days of receiving the Project Brief.
- 3.3. The draft Statement of Work shall set out how the Supplier proposes to deliver the Project and must include as a minimum:
  - 3.3.1. a project plan for the delivery of the Project;
  - 3.3.2. estimated Charges for all Services to be provided in respect of the Project which shall comply with the Charges provisions in the Order Form;
  - 3.3.3. a breakdown of the costs underpinning the Charges for the Project; and
  - 3.3.4. any other information reasonably required by the Buyer.
- 3.4. The draft SoW shall be consistent in all material respects with the Project Brief.
- 3.5. Subject to Clause 4.5 of this Annex 1, following receipt of the draft Statement of Work from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Statement of Work. The agreed Statement of Work will be signed by authorised representatives of both Parties. If the Parties are unable to agree the contents of the Statement of Work within twenty (20) Working Days of its submission by the Supplier, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.6. Once signed by both Parties a SoW shall form part of the Contract.
- 3.7. Before the Statement of Work is signed, the Buyer reserves the right not to proceed with the Project for any reason.

#### **4. Performance of Statements of Work**

- 4.1. The Supplier shall ensure that each Project is delivered in accordance with the terms of the Statement of Work and Project Brief.
- 4.2. When performing the SoW the Supplier shall:
  - 4.2.1. comply with the terms of Contract (save in the event of a conflict between the terms of a Statement of Work and the Call Off Contract in which case the terms of the Statement of Work shall take precedence);
  - 4.2.2. comply with all reasonable Buyer instructions regarding the Project, as long as these instructions do not materially amend the Statement of Work (unless the amendment has been agreed in accordance with Clause 4.4 of this Annex 1);
  - 4.2.3. keep Buyer Materials under its control safe and secure and in accordance with any security policy provided by the Buyer; and
  - 4.2.4. Achieve all Deliverables by any dates set out in the applicable Statement of Work or such other date(s) as are agreed by the Parties in writing.

- 4.3. The Supplier shall monitor its performance against the Statement of Work and report to the Buyer on such performance at monthly contract review meetings.
- 4.4. Subject to Clause 2.1 of this Annex 1, the Parties may agree changes to the Statement of Work where such changes are made in writing and signed by authorised representatives of both Parties.
- 4.5. The Buyer may terminate a Statement of Work for any reason before the Statement of Work start date and shall not be liable for any costs incurred by the Supplier in respect of that Project.