

**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 30<sup>th</sup> November 2022 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	
<b>Contract Reference:</b>	CPD4124071
<b>Contract Title:</b>	Live Digital Services, Service Support and Maintenance
<b>Contract Description:</b>	Provision of service and maintenance
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract	<p>The anticipated volume of work will have the potential value of £3,085,125.00 (Three million, eighty-five thousand, one hundred and twenty-five pounds)</p> <p>The ceiling limit for the contract is £7,000,000 (seven million).</p>
<b>Estimated Year 1 Charges:</b>	<p>£771,281.25 (Seven hundred and seventy-one thousand, two hundred and eighty-one pounds and twenty-five pence.)</p>
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	9 <sup>th</sup> January 2023

<b>Buyer details</b>
<b>Buyer organisation name</b> DEPARTMENT FOR LEVELLING UP, HOUSING AND COMMUNITIES (DLUHC)
<b>Billing address</b> Your organisation's billing address - please ensure you include a postcode 2 MARSHAM STREET, WESTMINSTER, LONDON SW1 4DF
<b>Buyer representative name</b> The name of your point of contact for this Order [REDACTED]
<b>Buyer representative contact details</b> 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. [REDACTED]

**Buyer Project Reference**

Please provide the customer project reference number.

CPD4124071

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

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

SOFTCAT PLC

**Supplier address**

Supplier's registered address

HEAD OFFICE, FIELDHOUSE LANE, MARLOW SL7 1LW

**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.

CPD4124071

**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

N/A

**Guarantor Company Number**

Guarantor's registered company number

N/A

**Guarantor Registered Address**

Guarantor's registered address

N/A



## 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                   | <input type="checkbox"/> |
| <b>d: Application and Data Management</b> | <b>X</b>                 |
| 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

**48 months**

**Extension Period (Optional)** Months

**12 months**

**Minimum Notice Period for exercise of Termination Without Cause** **90 calendar days**

(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:**

Remote delivery

Meetings shall be a combination of virtual and in-person at DLUHC, 2 Marsham Street, London, SW1P 4DF.

**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.*

*Not Applicable*

**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.*

[REDACTED]

**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.*

[REDACTED]

**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 (£) - £5,000,000 (five million pounds)

Professional Indemnity Insurance (£) - £5,000,000 (five million pounds)

**Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*

Not Applicable



### Goods

*Guidance Note: list any Goods and their prices.*

[REDACTED]

### 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	Yes
Part B – Long Form Governance Schedule	

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	
Part B – Long Form Change Control Schedule	Yes

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 3.1.2 (a), the figure shall be £1,000,000 (One million pounds); and
- for the purpose of Paragraph 8.2.2, the figure shall be £100,000 (One hundred thousand pounds).



## 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*

<b>Additional Schedules</b>	<b>Tick as applicable</b>
S1: Implementation Plan	YES
S2: Testing Procedures	YES
S3: Security Requirements (either Part A or Part B)	Part A YES
S4: Staff Transfer	NO
S5: Benchmarking	YES
S6: Business Continuity and Disaster Recovery	YES
S7: Continuous Improvement	YES
S8: Guarantee	NO
S9: MOD Terms	NO

#### **Part B – Additional Clauses**

*Guidance Note: Tick any applicable boxes below*

<b>Additional Clauses</b>	<b>Tick as applicable</b>
C1: Relevant Convictions	NO
C2: Security Measures	NO
C3: Collaboration Agreement	NO

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:

<b>Alternative Clauses</b>	<b>Tick as applicable</b>
Scots Law	NO
Northern Ireland Law	NO
Joint Controller Clauses	NO

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.*

*Security Management Plan*

### 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.*

Suppliers Tender Submission





## 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	
Signature	[REDACTED]
Date	

#### For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	
Signature	[REDACTED]
Date	

## **Attachment 1 – Services Specification**

[REDACTED]

## **Attachment 2 – Charges and Invoicing**

### **Part A – Milestone Payments and Delay Payments**

The Charges shall be invoiced monthly with an invoice per live service in accordance to Part B – Service Charges. Delay Payments are not applicable for this Contract.

### **Part B – Service Charges**

See Attachment 2 – Price Schedule  
[REDACTED]

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

See Attachment 2 – Price Schedule

## Part D – Risk Register

No risks identified at commencement of contract.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

## Part E – Early Termination Fee(s)

Not applicable



### Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables ( <i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i> )	Duration (Working Days)	Milestone Date
M4	User Readiness for Service]	Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan	TBC at contract launch	TBC at contract launch
M5	Implementation	Implementation Plan	TBC at contract launch	TBC at contract launch
M6	In Service Support	Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Service Management Plan Defects Log	TBC at contract launch	TBC at contract launch



## Attachment 4 – Service Levels and Service Credits

### Service Levels and Service Credits

KPI/ SLA	Service Area	KPI/SLA description	Service Level Performance Measure	Service Credit for each Service Period
1	Delivery time-scales	The Supplier shall adhere to the time-scales/project plans unless otherwise agreed by the Authority.	100%	None, Supplier will include report on this KPI in their monthly reporting
2	Service provision	The Supplier shall ensure that the services provided meet the requirements in Section 2. (The Requirement) of Attachment 1 (Services Specification)	100%	None, Supplier will include report on this KPI in their monthly reporting
3	Quality	The Supplier shall use suitable quality assurance processes throughout the contract as agreed with the Authority at the start of the contract.	100%	None, Supplier will include report on this KPI in their monthly reporting
4	Adhering to guidance	The Supplier shall adhere to the Authority's branding, data security and other guidance, (to be provided to the successful Supplier upon appointment). This shall include Schedule 7 (Processing, Personal Data and Data Subjects).	100%	None, Supplier will include report on this KPI in their monthly reporting
5	Reporting	The Supplier shall provide spend data and other reporting in a format agreed by the Authority.	Within 2 working days of the request	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
6	Performance Review Meetings	The Supplier shall meet with the Authority within 5 working days of a request and be available via telephone/email. Suitable materials and/or presentations shall be prepared for the meetings. Meeting notes shall be provided no later than 3 working days after the meeting.	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
7	Incident Management	Suppliers to respond to P1-3 incident reports on the service in line with agreed time-frames for BAU and enhanced support periods.	100%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
8	Service Uptime	Measured as the proportion of users that can complete the frontend service over a calendar month.	99.95%	None, Supplier will include report on this KPI in their monthly reporting



The Service Credits shall be calculated on the basis of the following formula:

Formula: 0.5% (Service Level Performance Measure) - 1% (actual Service Level performance)	=	0.5% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
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### Service Credit Cap

**20% of Service Charges payable to the Buyer in the relevant month in which the failure occurred.**

### **Critical Service Level Failure**

In relation to KPI 7 [Incident Management] a Critical Service Level Failure shall include a failure to respond to a P2-P3 during core hours [9-5 Mon-Fri] on any of the live IERDS services for more than 4 hours

In relation to P1 incidents a Critical Service Level Failure shall include a failure to respond at any time in less than one hour.

In relation to KPI 8 [Service Uptime] a Critical Service Level Failure shall include a delay in a failure to provide the service ordered by the Customer at a level of 98% uptime more than once in any twelve month period.



## 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

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
Softwire Technology Limited	Gallery Court, 28 Arcadia Avenue, London, N3 2FG	Support and Development Services	n/a	Yes



## Attachment 6 – Software

**Not Used**

## **Attachment 7 – Financial Distress**

**Not Used**

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

**Please see “Schedule 7 Data Processing – EIP Live Support”**  
[REDACTED]

## **Attachment 10 – Transparency Reports**

**Not Used**

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