



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>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

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

Ministry of Housing, Communities and Local Government (MHCLG)

Billing address

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

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
UNIT 44 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
REDACTED

Order 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

TBA

Section B
Overview of the requirement

Framework Lot under which this Order is being placed	Customer project reference
<i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i>	<i>Please provide the customer project reference number.</i>
1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input type="checkbox"/>	CPD04/120/001
2. TRANSITION & TRANSFORMATION <input type="checkbox"/>	Call Off Commencement Date
3. OPERATIONAL SERVICES	<i>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</i>
a: End User Services <input checked="" type="checkbox"/>	22/07/2019
b: Operational Management <input type="checkbox"/>	
c: Technical Management <input type="checkbox"/>	
d: Application and Data Management <input type="checkbox"/>	
4. PROGRAMMES & LARGE PROJECTS	
a. OFFICIAL <input type="checkbox"/>	
a. SECRET (& above) <input type="checkbox"/>	



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 to end 11/09/21

Call Off Extension Period (Optional) Months
12 + 12

Minimum Notice Period for exercise of Termination Without Cause 30 days
(Calendar days) Insert right (see Call Off Clause 30.7)

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

See ITT Appendix B Statement of Requirements and clarification document dated 18th June 2019

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

As stated in ITT Appendix B

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.

None stated.

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)

As stated in ITT Appendix B, clarification document dated 18th June 2019 and XMA response documents

Location/Site(s) for provision of the Services

As stated in ITT Appendix F – site list and clarification document dated 18th June 2019

Additional Clauses (see Annex 3 of Framework Schedule 4)



This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v3.

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).

C: Call Off Guarantee

D: Relevant Convictions

A3: Staff Transfer

E: Security Requirements

A4: Exit Management

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

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.

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

Click here to enter text.

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

NA

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

N/A.

Third Party Software

ServiceNow (3 licences).

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

ServiceNow licences x 3.

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

As detailed in Appendix E Pricing Schedule. Payment via PO/BACS.

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

N/A

Delay Period Limit (calendar days)

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

N/A

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

£275,989.44 excluding VAT.

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 (£)	N/A.
Professional Indemnity Insurance (£)	N/A.
<p>Transparency Reports (see Call Off Schedule 6) <i>If required by the Customer populate the table below to describe the detail (titles are suggested examples)</i></p> <p><i>As per Appendix B statement of requirements</i></p>	
<p>Quality Plans (see Call Off Clause 7.2)</p>	
Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) <i>Where applicable insert right</i>	To be agreed between supplier and MHCLG
<p>Implementation Plan (see Call Off Clause 5.1.1)</p>	
Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) <i>Where applicable insert right</i>	To be agreed between supplier and MHCLG
<p>BCDR (see Call Off Schedule B1) <i>This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v3.</i></p> <p style="text-align: right;"><input type="checkbox"/></p> <p>An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract <i>tick box (right) and append as a clearly marked complete document</i></p> <p>OR</p> <p>Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) <i>Where applicable insert right</i></p> <p>Disaster Period (calendar days)</p>	
	90 working days
	14 calendar days
<p>GDPR (see Call Off Clause 23.6) <i>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</i> See Schedule 7 below</p>	
<p> Appendix%20C2%20GDPR.docx</p>	
<p>Supplier Equipment (see Call Off Clause B3)</p>	



This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v3.

X - Service Failures (number)
Where applicable insert right

N/A

Y – Period (Months)
Where applicable insert right

N/A.

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

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

Key Personnel

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

N/A.

Customer Responsibilities

List below or append as a clearly marked document

As per Appendix B.

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)

N/A.

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services

Other CCS framework agreement(s) to be used

N/A.

N/A.

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)

Service Levels				
Service Level Performance Criteria	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
SLA - Incident Resolution for laptop/tablet (issue at customer site), no engineer attendance at site		95% by end of next business day Subject to daily cut-off of 4pm		
SLA - Incident Resolution for laptop/tablet (issue at remote location such as home address), no engineer attendance at site		95% by end of next business day Subject to daily cut-off of 4pm		
Quote for non-standard IMAC		Quote provided to customer within 48 hours		
Quote for repair of fault equipment		Quote provided to customer within 5 business days		



Crown Commercial Service

SLA - Service Request Fulfilment (fulfilment at customer site) no engineer attendance at site		95% within 2 business days, from a list of agreed standard service request items Subject to daily cut-off of 4pm		
SLA - Service Request Fulfilment (fulfilment at remote location such as home address) no engineer attendance at site		95% within 2 business days, from a list of agreed standard service request items Subject to daily cut-off of 4pm		
SLA - Incident Resolution for laptop/tablet (issue at customer site), engineer attendance at site required.		95% by end of next business day Subject to daily cut-off of 4pm		
SLA - Incident Resolution for laptop/tablet (issue at remote location such as home address), engineer attendance at site required.		95% by end of next business day Subject to daily cut-off of 4pm		
SLA - Service Request Fulfilment (fulfilment at customer site), engineer attendance at site required.		95% within 2 business days, from a list of agreed standard service request items Subject to daily cut-off of 4pm		
SLA - Service Request Fulfilment (fulfilment at remote location such as home address), engineer attendance at site required.		95% within 2 business days, from a list of agreed standard service request items Subject to daily cut-off of 4pm		
Customer Reporting		All reporting provided within 7 business days of the following month		
Stock Levels		100% of agreed stock levels of standard items maintained at supplier site		
SLA - Asset Management Accuracy		Information entered by the supplier within the Customer asset database will be 100% accurate.		
SLA - Asset Management Update		98% of Supplier updates to the Customer Asset database will be provided prior to closure of an incident or service request.		
End User Complaints		No more than 3 customer complaints to be received in any one calendar month from MHCLG end users in respect of services provided by the hardware supporting services providers		



Receipt of incidents or requests		Between 8am and 6pm Monday to Friday, the hardware supporting service provider to acknowledge all incidents and service requests within 5 minutes of receipt. This may be by an automated acknowledgement.		

Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

N/A. See service levels.

Service Credits

Formula for calculation

	SLA Fulfilment (*)		
Incidents closed	≥ 95%	<95%; ≥90%	< 90%
Service Credit	0%	Up to 5% (1% for each % below 95%)	10%

(*) (number of incidents out of SLA) / (total number of incidents)

The total maximum Service Credit that can be paid in any given 12-month period will be capped at 15% of the total annual contract value.

Service Period - Quarterly

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 10% of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, 10% 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 v3.

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency
N/A	N/A	N/A	N/A

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* N/A.

**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

£551,978.88 excluding VAT and any optional extensions



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	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	