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Order Form and Schedules

Order Form

REFERENCE: 709471455

TITLE: HAS Requirement for Service Management (TUPE)

CONTRACT

DESCRIPTION: This Procurement will establish a single Supplier Contract for the purchase of the delivery of a Service Management Wrap and the developed service management solution in line with Defence Digital (DD), tailored to meet the requirements of the project. The Services are described in detail within Attachment 3, Statement of Requirements

THE BUYER: Tom Lightfoot

BUYER ADDRESS: Defence Digital, West Wells Road , Corsham

THE SUPPLIER: BAE Systems (Operations) Limited

SUPPLIER ADDRESS: Victory Point, Lyon Way, Frimley, Camberley, Surrey, GU16 7EX, UK

REGISTRATION NUMBER: 1996687

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 29/02/2024.

The Parties intend that this Contract will not, except for the first Statement of Work which shall be executed at the same time that the Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Order Form and Schedules.

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Contract.

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INCORPORATED TERMS

The following documents are incorporated into this Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Special Terms and Special Schedules.
2. The following Schedules in equal order of precedence:

- Schedule 1 – Definitions
- Schedule 2 – Variation Form
- Schedule 3 - Insurance Requirements
- Schedule 4 – Transparency Reports
- Schedule 5 –Corporate Social Responsibility
- Schedule 6 – Staff Transfer
- Schedule 7 – Pricing Details & Expense Policy
- Schedule 8 – Intellectual Property Rights and Additional Terms on Digital Deliveries
- Schedule 9 – Security
- Schedule 10 – (Exit Management)
- Schedule 11 – Processing Data
- Schedule 12 – Implementation Plan and Testing
- Schedule 13 – Cyber Essentials
- Schedule 14 – Contract Management
- Schedule 15 – MOD Terms
- Schedule 16 – Statement of Requirements
- Schedule 17 – Tender Submission

3. Core Terms

No other Supplier terms are part of the Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

SPECIAL TERMS

The following Special Terms are incorporated into this Contract:

This requirement is a TUPE contract which involves the potential transfer of existing supplier staff currently providing the High Assurance Gateway service. The details of the TUPE conditions are available at Schedule 6 and detail the contractual obligations for the TUPE activity, both entry and exit.

Schedule 15 (MOD Terms) contains DEFCON 703 and takes precedence over all other IP schedules.

START DATE: 01st March 2024

EXPIRY DATE: 31st March 2025

INITIAL PERIOD: 1 Year, 1 Month

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OPTIONAL
EXTENSION PERIOD: 2 x 1 Years extensions permitted

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 3 Month

CONTRACT VALUE: £1,159,920 (ex. vat)

DELIVERABLES

See details at Schedule 16 to the Contract.

BUYER'S STANDARDS

From the Start Date of this Contract, the Supplier shall comply with the relevant (and current as of the Start Date) Standards set out in the contract. The Buyer requires the Supplier to comply with the following additional Standards for this Contract:

Please see statement of requirement at Schedule 16 and the terms and conditions of contract.

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to hold a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Contract.

MAXIMUM LIABILITY

Each Party's total aggregate liability in each Contract Year under each Contract (whether in tort, contract or otherwise) is no more than the greater of £2 million or 150% of the Estimated Yearly Charges.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£1,070,720 (Ex VAT)** Estimated Charges in the first 12 Months of the Contract.

CHARGES

(1) Fixed Price;

See details in Schedule 5 (Pricing Details and Expenses Policy) for further details.

All changes to the Charges should be in accordance with Clause 24 of the Core Terms.

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Contract, the applicable rate card(s) shall be incorporated into Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES

See Expenses Policy in Annex 1 to Schedule 7 (Pricing Details and Expenses Policy)

PAYMENT METHOD

The payment method for this Contract is CP&F.

The payment profile for this Contract is monthly in arrears

The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

BUYER'S INVOICE ADDRESS:

Sarah Hodgman

ISG Project Support Office

(PSO) Group Mailbox UKStratComDD-CIS-DPS-ISG-GpMbx@mod.gov.uk

Or ISG PSO (FAO Sarah Hodgman, Bldg 405, floor D1, MOD CORSHAM, Westwells Road, Corsham SN13 9NR)

BUYER'S AUTHORISED REPRESENTATIVE

Amit Gosai

Commercial

officer

03001572545

Amit.gosai100@mod.gov.uk

Spur B2 | Bldg 405 | MOD Corsham | Westwells Road | SN13 9NR

BUYER'S SECURITY POLICY

JSP440 and JSP 604

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SUPPLIER’S AUTHORISED REPRESENTATIVE

Glenn Wooldridge
 Commercial Lead
 Glenn.wooldridge@BAESystems.com

SUPPLIER’S CONTRACT MANAGER

Lucy Edwards
 Project Manager
 Lucy.edwards2@baesystems.com

PROGRESS REPORT FREQUENCY

Quarterly

PROGRESS MEETING FREQUENCY

Quarterly

KEY STAFF

Worker Engagement Status is deemed to be inside IR35 as assessed by the authority and there is a requirement to issue a Status Determination Statement as provided on page 14 of this document.

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

BALANCED SCORECARD

See Service Levels and Performance Para 10. Of Schedule 16 (Statement of Requirements) of this contract.

MATERIAL KPIs

The following Material KPIs shall apply to this Contract in accordance Schedule 16 to this contract.

Material KPIs	Target	Measured by
All roles to be covered for the duration of the contract as defined in the Bidders submission Attachment 4 (Schedule 17).	98%	Attendance reviews – monthly

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Social Value -	100%	Quarterly Report to be provided to advise of the Corporate Social Value Commitments as per your tender response.
Mobilisation Plan	98%	Failure to achieve the deadlines provided in your mobilisation plan as part of your Tender response
Absence Management	98%	Ensure all temporary / notified absence is covered in line with requirement such as but not limited to Sickness and Appointments

ADDITIONAL INSURANCES Not Applicable

REQUIRED INSURANCES

See Schedule 3 (Insurance Requirements) for details of Required Insurances.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 17 (Tender Response)

STATEMENT OF WORKS

During the Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	Nigel Vidoykovitch
Role:		Role:	Commercial Manager
Date:		Date:	04/03/2024

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Appendix 1

The first Statement of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works in the form of the template Statement of Work in Annex 1 to the Order Form.

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	24/01/2024
SOW Title:	Schedule 16 (Statement of Requirements)
SOW Reference:	Schedule 16 to Contract 70947155
Contract Reference:	709471455
Buyer:	Amit Gosai
Supplier:	BAE Systems Operations Ltd
SOW Start Date:	01/03/2024
SOW End Date:	31/03/2025
Duration of SOW:	13 months
Key Personnel (Buyer)	Amit Gosai
Key Personnel (Supplier)	As Above
Subcontractors	As Above

2. CONTRACT SPECIFICATION - PROGRAMME CONTEXT			
SOW Deliverables Background	Deliverable	Description	Timeframe or Delivery Date
	1	Supplier shall notify Authority if there are any changes to staff from current service provision.	Within week 1 of contract award
	2	Supplier shall ensure the individuals are available to start work no more than 30 days after the receipt of written confirmation of suitability.	Within 30 days of written confirmation
	3	Supplier shall always ensure support to resolver groups as required during the working week.	Within week 1 of initial deployment.
Delivery phase(s)	<i>Live Service</i>		
Overview of Requirement	<i>Service Management support to 'Hyperion' as defined in Bid Pack Attachment 3.</i>		
Accountability Models	<i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i> <i>Rainbow Team:</i> <input type="checkbox"/>		
3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	Hyperion Service Management Support Services as defined in Schedule 16 of this contract		

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MS01	SERVICE MOBILISED AND DEPLOYED	AUTHORITY DELIVERY LEAD SIGN OFF.	01/03/24 (or as adjusted)
MS02			
Delivery Plan	As per proposal		
Dependencies	Transition Support		
Supplier Resource Plan	As per tender		
Security Applicable to SOW:	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with the requirements detailed in the Security Aspects Letter (SAL).		
Cyber Essentials Scheme	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).		
SOW Standards			
Performance Management	See Schedule 16 to this contract		
Additional Requirements	Annex 1 – Where Annex 1 of Schedule 11 (Processing Data) in the Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.		
Key Supplier Staff	<p>IR35 Status DeterminationS tatement</p> <p>Off-payroll working rules (IR35): The Authority believes they are classed as employed for tax purposes for this work and therefore inside the rules of IR35.</p>		

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For and on behalf of the Supplier	Name Nigel Vidoykovitch and title Commercial Manager Date 04/03/2024 Signature
For and on behalf of the Buyer	Name and title Date Signature

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ANNEX 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW)]

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • <i>Directory User Group information including names, ranks and email addresses.</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • <i>Not Applicable. (All personal information will be constrained to the Authority operated and managed system. The Supplier shall not manage any personal information through any other system).</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Not Applicable</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller,</i> • <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1)</i>
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	<p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p>
Duration of the Processing	<p><i>Throughout the term of the Contract but the Supplier shall not process personal data beyond the term of the contract.</i></p>
Nature and purposes of the Processing	<p>Not Applicable <i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<p><i>Name, Rank, Tital(Tally), location(IP, work email addresses</i></p>
Categories of Data Subject	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients,</i></p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p><i>System Hardware and data will be purged through disposal with the exception of recorded archives.</i></p>

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