



**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>

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

Defence Business Service (DBS) part of the Ministry of Defence (MOD)

Billing address

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

Via CP&F monthly following weekly receipt of completed timesheets

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

Net Consulting Ltd



Supplier address

Supplier's registered address
REDACTED

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
REDACTED

Section B
Overview of the requirement

<p>Framework Lot under which this Order is being placed <i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i></p> <p>1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input type="checkbox"/></p> <p>2. TRANSITION & TRANSFORMATION <input type="checkbox"/></p> <p>3. OPERATIONAL SERVICES <input checked="" type="checkbox"/></p> <p>4. PROGRAMMES & LARGE PROJECTS <input type="checkbox"/></p> <p style="padding-left: 40px;">a. OFFICIAL <input type="checkbox"/></p> <p style="padding-left: 40px;">a. SECRET (& above) <input type="checkbox"/></p>	<p>Customer project reference Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management</p> <p>60399472, 60399589 and 60399574 (CCIS18A80)</p> <hr/> <p>Call Off Commencement Date 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</p> <p>12/11/2018</p>
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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	36 (3)	-	5
4	60 (5)	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1)

Call Off Initial Period Months
Five (5) Months

Call Off Extension Period (Optional) Months
Five (5) Months



12th November 2018 to 31st March 2019

Minimum Notice Period for exercise of Termination Without Cause Thirty (30) days' notice
(Calendar days) in writing

Additional specific standards or compliance requirements
Not Applicable.

Customer's ICT and Security Policy

As Per the Appendix B – Statement of Requirement Net Consulting must ensure:

The individuals carrying out the work on the requirements must have a current valid UKSV Security Clearance prior to starting work on site, this is a mandatory requirement for the Contractors carrying out the work. The Provider is to confirm that the necessary accreditation is valid for the nominated Contractors.

Net Consulting must supply the names and date of birth of the Contractors undertaking the work to enable the UKSV Security Clearance to enable the Customer to carry checks prior to the individual starting work on site.

Net Consulting must have full compliance to GDPR for encrypted data and password protection.

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 have been identified.

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

4.1 Please outline how your bid meets the requirements set out in the Appendix B – Statement of Requirements:

Your Quality response must include:

- How you have ensured you can deliver against the requirement, including examples of past experience;
- Previous experience of implementation, integration and migration Remedy v9.1. Example of previous experience;
- How the skillset provided within the Appendix B has been met;
- Identification of potential risks and the process (es) you would undertake to mitigate any potential slippage / delay in delivering the requirement specific to this requirement;
- Previous experience of working on Government Network Infrastructure projects.

Net Consulting Ltd's Bid Response / Offering is as follows:

REDACTED



Crown
Commercial
Service

Location/Site(s) for provision of the Services
REDACTED



Additional Clauses (see Annex 3 of Framework Schedule 4)

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Tick any applicable boxes below

A: SERVICES - Mandatory

Lot 3 (Lot 4a + 4b where Lot 3 services are included)

A: PROJECTS - Optional

Lots 1 and 2

A1: Testing

A2: Key Personnel

B: SERVICES - Optional

Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

B2: Continuous Improvement & Benchmarking

B3: Supplier Equipment

B4: Maintenance of the ICT Environment

B5: Supplier Request for Increase of the Call Off Contract Charges

B6: Indexation

B7: Additional Performance Monitoring Requirements

Optional Clauses

Can be selected to apply to any Order

Tick any applicable boxes below

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements

F: Collaboration Agreement
Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures

H: MOD Additional Clauses

Alternative Clauses

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

Tick any applicable boxes below

Scots Law Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public Bodies

Collaboration Agreement (see Call Off Clause F)

Organisations required to collaborate

(Collaboration Suppliers) REDACTED
REDACTED



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

The Customer will supply the necessary Software as covered in the Appendix B – Statement of Requirement.

Third Party Software

None Applicable.
Include license or link in Call Off Schedule 3

Customer Property

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)
Not Applicable.

Call Off Contract Charges and Payment Profile

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 (see Call Off Schedule 2)
£420,800.00 excluding VAT

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

10% of Contractual value.

Delay Period Limit (calendar days)

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

Not Applicable.

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

£420,800.00 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 (£)

None higher than Schedule 14 of the Framework terms.

Professional Indemnity Insurance (£)

None higher than Schedule 14 of the Framework terms.

Transparency Reports (see Call Off Clause 23.4)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
[Performance]			
[Call Off Contract Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

Quality Plans (see Call Off Clause 7.2)



Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Not Applicable.
Where applicable insert right

Implementation Plan

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) As per Section C.
Where applicable insert right

BCDR (see Call Off Clause B1)

An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract *tick box (right) and append as a clearly marked complete document*

Supplier Equipment (see Call Off Clause B3)

X - Service Failures (number) Not Applicable. Y – Period (Months) Not Applicable.

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

As identified in Section C.

Customer Responsibilities

List below or append as a clearly marked document

The Customer will provide resources to work alongside the Provider for the transfer of skills to take place.

The Customer will arrange to carry out the UKSV checks to ensure that they have hold current security clearance.

The Customer will arrange for the necessary access to site(s) for the Providers carrying out the work under this Contract.

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

Not Applicable.

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

Not Applicable.

Not Applicable.

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)



Service Levels

1.1 Net Consulting's quality will be measured by:

1.1.1

KPI/SLA	Service Area	KPI/SLA description	Target	Service Credit
1	Procurement Engagement	Attendance of an engagement meeting or telephone/video call within one (1) week of Contract Award	99% attendance	<p>>99% on time = 0% of monthly invoice</p> <p>90-99% on time = 1% of monthly invoice</p> <p>85-89.99% on time = 2% of monthly invoice</p> <p><85% on time = 3% of monthly invoice + additional 1% for every additional failure of 1% or more.</p>
2	Project Design	Project design plan provided and agreed by the Customer within one (1) month from Contract Award	99% the project design must be delivered within one (1) month from Contract Award	<p>>99% on time = 0% of monthly invoice</p> <p>90-99% on time = 1% of monthly invoice</p> <p>85-89.99% on time = 2% of monthly invoice</p> <p><85% on time = 3% of monthly invoice + additional 1% for every additional failure of 1% or more.</p>



3	Installation	Completion of the installation by 31 st March 2019	99% of the installation must be completed by 31 st March 2019	<p>>99% on time = 0% of monthly invoice</p> <p>90-99% on time = 1% of monthly invoice</p> <p>85-89.99% on time = 2% of monthly invoice</p> <p><85% on time = 3% of monthly invoice + additional 1% for every additional failure of 1% or more.</p>
4	Delivery Timescales	Completion of the project by 31 st March 2019	90% completion must be achieved	<p>>90% on time = 0% of monthly invoice</p> <p>85-89.99% on time = 1% of monthly invoice</p> <p><85% on time = 2% of monthly invoice + additional 1% for every additional failure of 1% or more.</p>
5	Training	Training provided and associated guides supplied by 31 st March 2019	90% completion must be achieved	<p>>90% on time = 0% of monthly invoice</p> <p>85-89.99% on time = 1% of monthly invoice</p> <p><85% on time = 2% of monthly invoice + additional 1% for every additional failure of 1% or more.</p>

1.2 Where Net Consulting Ltd fails against the service levels listed above, the Customer will, in the first instance, seek a mutually agreeable resolution with the potential provider. However, if this is not possible, the Customer reserves the right to cancel the agreement and seek alternative supply from the next ranked potential provider identified during the procurement event.

Service Credits
As above.

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) – where required

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

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* Not Applicable.

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
None

REDACTED



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	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	09.11.2018

For and on behalf of the Customer

Name	REDACTED
Job role/title	REDACTED
Signature	REDACTED
Date	09.11.2018