**Framework Schedule 6 (Order Form and Call-Off Schedules)**

**Order Form**

**CALL-OFF REFERENCE:** CCIT22A08

**CALL-OFF TITLE:** Provision of Resource for Transformation of Working Age Benefit Services

**CALL-OFF CONTRACT**

**DESCRIPTION:** The Supplier will work with the Contracting Authority to deliver 3 key areas of work: New Style Benefits Transformation, Delivering Support to people requiring assistance to get back into work and improving the infrastructure on which Working Age Digital Services are delivered.

**THE BUYER:** Department of Work and Pensions

**BUYER ADDRESS** **REDACTED TEXT under FOIA Section 40, Personal Information**.

**THE SUPPLIER:** Tata Consultancy Services Limited

**SUPPLIER ADDRESS:** **REDACTED TEXT under FOIA Section 40, Personal Information**.

**REGISTRATION NUMBER:** BR020397

**DUNS NUMBER:** 234017981

**SID4GOV ID**: TBC

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17 October 2022.

It’s issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed after the Call-Off 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 Call-Off 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 Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier’s Call-Off Contract.

# CALL-OFF LOT:

# Lot 2 – Digital Specialists

# CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
   * Joint Schedules for RM6263
     + Joint Schedule 2 (Variation Form)
     + Joint Schedule 3 (Insurance Requirements)
     + Joint Schedule 4 (Commercially Sensitive Information)
     + Joint Schedule 6 (Key Subcontractors)
     + Joint Schedule 7 (Financial Difficulties
     + Joint Schedule 8 (Guarantee)
     + Joint Schedule 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
     + Joint Schedule 12 (Supply Chain Visibility
     + Joint Schedule 13 (Cyber Essentials)
   * Call-Off Schedules for RM6263
     + Call-Off Schedule 1 (Transparency Reports)
     + Call-Off Schedule 2 (Staff Transfer)
     + Call-Off Schedule 3 (Continuous Improvement)
     + Call-Off Schedule 5 (Pricing Details and Expenses Policy)
     + Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
     + Call-Off Schedule 7 (Key Supplier Staff)
     + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
     + Call-Off Schedule 9 (Security)
     + Call-Off Schedule 10 (Exit Management)
     + Call-Off Schedule 13 (Implementation Plan and Testing)
     + Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
     + Call-Off Schedule 15 (Call-Off Contract Management)
     + Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

# CALL-OFF SPECIAL TERMS

None

**CALL-OFF START DATE:** Tuesday 25 October 2022

**CALL-OFF EXPIRY DATE:** Thursday 24 October 2024

**CALL-OFF INITIAL PERIOD:** Two (2) Years

**CALL-OFF OPTIONAL**

**EXTENSION PERIOD:** Six (6) Months, not to surpass Wednesday 23 April 2025

**MINIMUM NOTICE PERIOD**

**FOR EXTENSION(S):** 2 months

**CALL-OFF CONTRACT VALUE (EXCL VAT):** £4,000,000.00 inclusive of extension options

**KEY SUB-CONTRACT PRICE:** Not applicable

# CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

# BUYER’s STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

## The Supplier Personnel must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards: <https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework>

## Supplier Personnel will also need to have experience of the technologies used by the Contracting Authority as detailed in the DWP technical stack attached under Annex 1 of call-off schedule 20.

# CYBER ESSENTIALS SCHEME

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

# MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,000,000.00.

# CALL-OFF CHARGES

# Please see Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. 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 Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off 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

The Supplier Personnel are expected to travel to and from the Contracting Authority specified hub site at no additional cost to the Contracting Authority. However, where the Contracting Authority requires Supplier Personnel to travel to another location, costs of travel will be payable by the Contracting Authority.

Any trips must be approved in advance by the Contracting Authority; failure to do so will result in the Contracting Authority rejecting any costs invoiced.

Supplier Personnel are be expected to book travel independently of the Contracting Authority at the most cost-effective rate and in accordance with the Contracting Authority’s own internal travel policy as attached under Annex 2 – DWP Travel Policy of call-off schedule 20.

# PAYMENT METHOD

Please refer to Section 19 of Call off Schedule 20.

# BUYER’S INVOICE ADDRESS:

Emailed to: **REDACTED TEXT under FOIA Section 40, Personal Information**.

Paper invoices to be sent to: **REDACTED TEXT under FOIA Section 40, Personal Information**.

# BUYER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.

# BUYER’S ENVIRONMENTAL POLICY

## The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the successful Supplier under this procurement to demonstrate an organisational commitment to the ‘Net Zero’ target.

## Further information can be found here:

## <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21-_-Selection-Criteria-Jan22__1_.pdf>

# BUYER’S SECURITY POLICY

# Included in call-off schedule 20 – call off specification.

# SUPPLIER’S AUTHORISED REPRESENTATIVE

**REDACTED TEXT under FOIA Section 40, Personal Information**.

# SUPPLIER’S CONTRACT MANAGER

**REDACTED TEXT under FOIA Section 40, Personal Information**.

# PROGRESS REPORT FREQUENCY

Monthly – Specific day to be agreed following contract award

# PROGRESS MEETING FREQUENCY

Monthly – Specific day to be agreed following contract award

# KEY STAFF

The Supplier: **REDACTED TEXT under FOIA Section 40, Personal Information**.

The Authority: **REDACTED TEXT under FOIA Section 40, Personal Information**.

# KEY SUBCONTRACTOR(S)

N/A

# COMMERCIALLY SENSITIVE INFORMATION

N/A

**BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)]

# MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 20 (Call-off Specification):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| KPI | Service Area | KPI description | Target | Measured by |
| 1 | Performance | Supplier Staff provided have the necessary knowledge, skills, experience, and qualifications and are able to deliver to the required standard. | Green RAG status | BalancedScorecard |
| 2 | Lead Times | Where Contracting Authority request CVs from the supplier, the supplier shall provide suitable CVs within 3 working days.If requested by the Contracting Authority the Supplier shall arrange interviews within 2 working days of the Contracting Authority confirming which CVs are of interest. | Green RAG status | BalancedScorecard |
| 3 | Reporting / Performance to pay process | Quality and accuracy of Invoicing and Management Information Reports received within agreed reporting timescales | Green RAG status | BalancedScorecard |
| 4 | Partnering behaviours and added value | Supplier promotes positive collaborative working relationships, acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities. | Green RAG status | BalancedScorecard |

# In addition to the information within Call-off Schedule 14b (service levels and balanced scorecard).

# ADDITIONAL INSURANCES

Not applicable

# GUARANTEE

Not applicable

# SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

# STATEMENT OF WORKS

During the Call-Off 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 Call-Off Contract to which this Order Form relates.

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Name: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Role: | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Role: | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Date: | 31 October 2022 | Date: | 3/11/2022 |

**Appendix 1**

The first Statement(s) 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 in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

[ 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** | |
| Upon execution, this SOW forms part of the Call-Off Contract (reference below).  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.  All SOWs must fall within the Specification and provisions of the Call-Off Contact.  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 Call-Off Contract, unless otherwise agreed by the Parties in writing. | |
| **Date of SOW:** | To be confirmed between the Contracting Authority and Supplier |
| **SOW Title:** | To be confirmed between the Contracting Authority and Supplier |
| **SOW Reference:** | To be confirmed between the Contracting Authority and Supplier |

|  |  |
| --- | --- |
| **Call-Off Contract Reference:** | CCIT22A08 |
| **Buyer:** | Department for Work and Pensions |
| **Supplier:** | Tata Consultancy Services Ltd |
| **SOW Start Date:** | To be confirmed between the Contracting Authority and Supplier |
| **SOW End Date:** | To be confirmed between the Contracting Authority and Supplier |
| **Duration of SOW:** | To be confirmed between the Contracting Authority and Supplier |
| **Key Personnel (Buyer)** | To be confirmed between the Contracting Authority and Supplier |
| **Key Personnel (Supplier)** | To be confirmed between the Contracting Authority and Supplier |
| **Subcontractors** | To be confirmed between the Contracting Authority and Supplier |

|  |  |
| --- | --- |
| **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** | |
| **SOW**  **Deliverables Background** | Please refer to Call-off schedule 20 – Call off specification |
| **Delivery phase(s)** | To be confirmed between the Contracting Authority and Supplier |
| **Overview of Requirement** | To be confirmed between the Contracting Authority and Supplier |
| **Accountability Models** | *Please tick the Accountability Model(s) that shall be used under this Statement of Work:*  *Sole Responsibility:☐ Self Directed Team:☐ Rainbow Team:☐* |

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| --- | --- | --- | --- |
| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** | | | |
| **Outcome Description** | Please refer to call-off schedule 20 - Specification | | |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due date** |

|  |  |  |  |
| --- | --- | --- | --- |
| **MS01** | To be confirmed between the Contracting Authority and Supplier | To be confirmed between the Contracting Authority and Supplier | To be confirmed between the Contracting Authority and Supplier |
| **MS02** | To be confirmed between the Contracting Authority and Supplier | To be confirmed between the Contracting Authority and Supplier | To be confirmed between the Contracting Authority and Supplier |
|  |  |  |  |
|  |  |  |  |
| **Delivery Plan** |  | | |
| **Dependencies** |  | | |
| **Supplier Resource Plan** |  | | |
| **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 Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).  Please see details in Attachment 3 – Statement of Requirements | | |
| **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** | To be confirmed between the Contracting Authority and Supplier | | |
| **Performance Management** | Please see Call-Off Schedule 14b (Service Levels and Balanced Scorecard) | | |
| **Additional Requirements** | **Annex 1 –** Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off 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** | To be confirmed between the Contracting Authority and Supplier   |  |  |  | | --- | --- | --- | | **Key Role** | **Key Staff** | **Contract Details** | |  |  |  |   [Indicate: whether there is any requirement to issue a Status Determination Statement] | | |
|  |  | | |

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| --- | --- |
| **Worker Engagement Status** | [Yes / No] [Insert details] To be confirmed between the Contracting Authority and Supplier |
| **[SOW Reporting Requirements:]** | **[**Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:   |  |  |  |  | | --- | --- | --- | --- | | **Ref.** | **Type of Information** | **Which Services does this requirement apply to?** | **Required regularity of Submission** | | **1.** | **[insert]** | | | | 1.1 | [insert] | [insert] | [insert] |   **]** |

|  |  |
| --- | --- |
| **4. CHARGES** | |
| **Call Off Contract Charges** | The applicable charging method(s) for this SOW is:   |  |  |  |  | | --- | --- | --- | --- | | [Time and Materials] |  |  |  |   **Contracting Authority to select as appropriate for this SOR**  The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].  The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract. |
| **Rate Cards Applicable** | ***[Insert*** *SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]* |
| **Financial Model** | *[Supplier to insert its financial model applicable to this SOW]* |
| Reimbursable Expenses | [See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy) ]  [Reimbursable Expenses are capped at [£[Insert] [**OR [**Insert] percent ([X]%) of the Charges payable under this Statement of Work.]  [None]  [Buyer to delete as appropriate for this SOW] |

|  |
| --- |
| **5. SIGNATURES AND APPROVALS** |
| **Agreement of this SOW**  BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the |

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| --- | --- |
| Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties: | |
| **For and on behalf of the Supplier** | Name and title **REDACTED TEXT under FOIA Section 40, Personal Information**.  Date 31 October 2022  Signature **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| **For and on behalf of the** | Name |
| **Buyer** | and title **REDACTED TEXT under FOIA Section 40, Personal Information**. |
|  | Date 3/11/2022 |
|  | Signature **REDACTED TEXT under FOIA Section 40, Personal Information**. |

**ANNEX 1**

**Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint 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:

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

* + - 1. The contact details of the DWP’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information**.
      2. The contact details of the Supplier’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information**.
      3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
      4. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 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 outlined in Type of Personal Data and Categories of Data Subject later in this table   * The scope will be limited to personal data supplied by the citizen to allow them to claim JSA, ESA and a jobseeker to create an account (email address) and any contained within their CV if they choose to share one to the service. |
| Duration of the Processing | The duration of the processing is for the contract term. The initial contract term is 2 years from Tuesday 25th October 2022 to 24th October 2024 with a potential extension of up to 6 months to 23rd April 2025. |
| Nature and purposes of the Processing | Processing will include the capture, storage, retrieval, modification, transmission, display, backup, recovery, archiving and deletion (destruction) of information by parties authorised to access the information.  Processing will also include the administration, audit, monitoring and maintenance of information security of the information  Data Processor shall only Process Personal Data in accordance with Data Controller’s Instructions and to the extent necessary for providing the Service as described in the Statement of Work. Where Data Processor believes that an instruction would be in breach of applicable law, Data Processor shall notify Data Controller of such belief without undue delay  Data is required to identify a citizen to process their claim and help them to find a new job.  If the jobseeker chooses to apply for a job they may share their CV |
| Type of Personal Data | First name, last name/surname, maiden name  Email address  Home address (street, postal code, city)  Phone number  Photo  Date of birth  Bank account number  Credit card number  National Insurance Number, UC Reference Number  Taxpayer Identification Number, Tax File Number  Passport number, national ID number, driver's license number  Vehicle registration plate number  Employee number  IP address  Cookie ID  Location data  Handwriting  Login  Password  Social media profile IDs/links  Mobile device IDs  Employment history, job title  Education history  Claimant Notes  Special Personal Data:   * Sex/Gender * Race/Ethnicity * Place/city/country of birth * Spouse name * Health details * Medical records   ‘Personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;  In other words, it is any data that can lead to the identification of specific (living) person. It can be as obviously identifiable data as name, but it can also be a combination of "innocent" data such as age, height/weight, wealth, job position, company, city, etc. as when combined can allow for identification of a person. |
| Categories of Data Subject | Any “identified or identifiable natural person” from whom or about whom information is collected |
| 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 | All data will be held for the duration of the contract length and then returned to DWP for either sanitising or removal as per IAW current legislation. |