

Crown Commercial Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work **Template and Call-Off Schedules)**

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then you must send the updated Schedule with the Order Form to the Supplier.

Call-Off Reference: Digital Marketplace advert ID 16879

Project Number: Project 24849

Call-Off Title: Service Transformation - Agile Delivery Manager

Call-Off Contract Description: The specialist will need to be an experienced Agile Delivery Manager. Managing day to day support, technical guidance, creating a culture and implementing best practices across a wide range of stakeholders. Upholding DWP values and working within Government Digital Standards.

The Buyer:

REDACTED

Buyer Address:

REDACTED

The Supplier: REDACTED

Supplier Address: REDACTED

Registration Number: 11730746

DUNS Number: 224588663

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24.03.2022

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that 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, Statement of Work 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:

- Joint Schedules for RM1043.7

 Joint Schedule 2 (Variation Form)
 Joint Schedule 3 (Insurance Requirements)
 Joint Schedule 4 (Commercially Sensitive Information)

 Joint Schedule 7 (Financial Difficulties)

 Joint Schedule 10 (Rectification Plan)

 Joint Schedule 11 (Processing Data) RM1043.7
- Call-Off Schedules for RM1043.7
 Call-Off Schedule 1
 (Transparency Reports)
 Call-Off Schedule 2 (Staff Transfer)
 Call-Off Schedule 3 (Continuous Improvement)
 Call-Off
 Call-Off

Schedule 5 (Pricing Details and Expenses Policy)

 Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

 Call-Off Schedule 7 (Key Supplier Staff)
 Call-Off Schedule 9 (Security)
 Call-Off Schedule 10 (Exit Management)
 Call-Off Schedule 13 (Implementation Plan and Testing)
 Call-Off Schedule 20 (Call-Off Specification)

- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 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

The following Special Terms are incorporated into this Call-Off Contract: N/A

Call-Off Start Date: 11.04.22.

Call-Off Expiry Date: 07.10.22.

Call-Off Initial Period: 6 months

Call-Off Optional Extension Period: 30 working days

Minimum Notice Period for Extensions: 10 working days

Call-Off Contract Value: REDACTED (ex VAT)

Call-Off Deliverables

For the provision of QA tester specialist services

Maximum of 127 working days between 11.04.22. and 07.10.22.

Due to a move to hybrid working, attendance at DWP sites will be a mandatory 40% of the worker's time. Attendance will be governed by business need as determined by the Buyer.

Agile Delivery Manager providing support, technical guidance, creating a positive culture and implementing best practices across a wide range of stakeholders. This will include coaching, mentoring and supporting your team members, assisting with decision-making and their professional development.

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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly.

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 £69,850 (ex VAT).

Call-Off Charges

1 Time and Materials (T&M)

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.

Payment Method

Payment method is via BACS Monthly in Arrears

Buyer's Invoice Address

DWP PO Box 406 SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ

Electronic PDF to be invoiced to: <u>APinvoices-DWP-U@gov.sscl.com</u>

Buyer's Authorised Representative

REDACTED

Buyer's Security Policy <u>https://www.gov.uk/government/publications/dwp-procurement-</u> security-policies-andstandards

Supplier's Authorised Representative

REDACTED

Supplier's Contract Manager

REDACTED **Progress Report Frequency** To be organised as required by the Buyer in line with the work being carried out.

Progress Meeting Frequency

To be organised as required by the Buyer in line with the work being carried out. Attendees should include key staff responsible for the direct delivery of services.

Key Staff DWP

REDACTED

Key Staff: REDACTED

Key Subcontractor(s) N/A Commercially Sensitive Information NA Balanced Scorecard N/A Material KPIs N/A Additional Insurances N/A Guarantee N/A Social Value Commitment Typical Social Value associated with DC

Typical Social Value associated with DOS5 procurement stated in Joint Schedule 5 (Corporate Social Responsibility)

Statement of Works

N/A

For and on behalf of the Supplier: REDACTED For and on behalf of the Buyer: REDACTED

Appendix 1

Annex 1 (Template Statement of Work)

1 Statement of Works (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: 11.04.2022

SOW Title: Service Transformation – Agile Delivery Manager

SOW Reference: SOW001

Call-Off Contract Reference: Project_24849

Buyer: Department for Work and Pensions

Supplier: Zeela Consulting Ltd

SOW Start Date: 11.04.22.

SOW End Date: 07.10.22.

Duration of SOW: 6 months

Key Personnel (Buyer): REDACTED

Key Personnel (Supplier): REDACTED

Subcontractors: N/A

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background and Overview of Requirement:

Agile Delivery Manager providing support, technical guidance, creating an inclusive culture and implementing best practices across a wide range of stakeholders. This will include coaching, mentoring and supporting your team members, assisting their decision-making and their professional development.

Delivery phase(s): To be determined by DWP senior stakeholder.

3 Buyer Requirements – SOW Deliverables Outcome Description: N/A

Delivery Plan: N/A

Dependencies: DWP to provide all relevant equipment required to undertake the detailed deliverables.

Supplier Resource Plan: N/A 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).

Cyber Essentials Scheme:

N/A

SOW Standards:

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly **Performance Management:** N/A

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:

Key	Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
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Agile Delivery Manager	REDACTED	REDACTED	Inside IR35
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SOW Reporting Requirements: N/A

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is: •

Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is REDACTED ex VAT.

Rate Cards Applicable:

Charging Mechanism	Daily Rate	Total Days to be contracted	Total contract value (ex VAT)	Total contract value (inc VAT)
Time and Materials	REDACTED	127 days	REDACTED	REDACTED

Reimbursable Expenses:

The Supplier will be responsible for any travel and expenses to the base location for each statement of work. Any travel required in addition to/or outside of the specified locations will only be paid if agreed in advance with DWP and in line with the DWP Travel and Expenses Policy.



Expenses Policy.pdf

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 Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Signature:

REDACTED For and on behalf of the Buyer Name: Title: REDACTED

Date:

Signature:

Annex 1 – Not used