

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

Order Form

CALL-OFF REFERENCE:	REDACTED
CALL-OFF TITLE:	BMC Accredited Specialist Engineers
CALL-OFF CONTRACT DESCRIPTION:	Provision of BMC Accredited Specialist Engineers to support the DWP with its strategic aim of moving the Enterprise Monitoring solution onto a Cloud footing.
THE BUYER:	Department for Work and Pensions (DWP)
BUYER ADDRESS	2 St Peters Square, Manchester, M2 3LR
THE SUPPLIER:	Capgemini UK plc
SUPPLIER ADDRESS:	1 Forge End, Woking, Surrey GU21 6DB
REGISTRATION NUMBER:	REDACTED
DUNS NUMBER:	REDACTED
SID4GOV ID:	REDACTED

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14th November 2023. 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 at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

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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(S):

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 **Not Applicable**
 - Joint Schedule 7 **Not Applicable**
 - Joint Schedule 8 **Not Applicable**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 **Not Applicable**
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 **Not Applicable**
 - 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 **Not Applicable**
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) The Parties agree that the only obligation set out in paragraph 2.2 are relevant to this Call-Off Contract and paragraph 6.1 shall not apply.

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- Call-Off Schedule 9 (Security) Part A Short Form
 - Call-Off Schedule 10 (Exit Management) The Parties agree that only the obligations set out in paragraph 4.1 are relevant to this Call-Off Contract and paragraph 4.4 shall not apply.
 - Call-Off Schedule 12 **Not Applicable**
 - Call-Off Schedule 13 (Implementation Plan and Testing) The Parties agree this is not relevant to the Service being contracted as part of this Call-Off Contract.
 - Call-Off Schedule 14A **Not Applicable**
 - Call-Off Schedule 14B **Not Applicable**
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 **Not Applicable**
 - Call-Off Schedule 17 **Not Applicable**
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 **Not Applicable**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 **Not Applicable**
 - Call-Off Schedule 23 **Not Applicable**
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 **Not Applicable**
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

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

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None

CALL-OFF START DATE: 27th November 2023

CALL-OFF EXPIRY DATE: 26th November 2025

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF OPTIONAL
EXTENSION PERIOD: 25% (of Contract Term)

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 30 Days

CALL-OFF CONTRACT VALUE: Initial Contract Term value is £881,500.00 excluding VAT (£1,057,800.00 including VAT). The maximum contract value including optional 6 month extension £1,101,875 excluding VAT (£1,322,250 including VAT). See SOW001 for the initial SoW with a value of £506,000 (excluding VAT). SoW 001 Charges are only relevant to the initial 12 month period of this Call-Off Contract. See 'Call-Off Charges' for further details.

KEY SUB-CONTRACT PRICE: N/A

Initial Contract term value is £881,500.00 Excluding VAT (£1,057,800.00 Including VAT). The maximum contract value including optional 6 month extension £1,101,875 Excluding VAT (£1,322,250 Including VAT.) See SoW001 for the initial SoW commitment.

CALL-OFF DELIVERABLES

The Parties intend to execute separate Statements of Work upon the Start Date, which shall, upon their respective signatures, be incorporated into Annex 1 to this Call-Off Contract and include the associated Deliverables.

The Parties may execute further Statements of Work in accordance with "Statement of Works" below.

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 FrameworkSchedule 1 (Specification).

In reasonable advance of signing this Call-Off Contract and/or any Statement(s) of Work, the Buyer shall notify the Supplier of any specific legal or regulatory requirements that apply to the Buyer and may impact the Supplier's delivery of Services under this Call-Off Contract (or any Statement of Work, as applicable).

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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 CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

£506,000 Estimated Charges in the first 12 Months of the Contract.

The Parties further agree that Clause 11.2 of the Core Terms shall be amended to read as follows for the purposes of this Call-Off Contract:

“11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Yearly Charges unless specified in the Call-Off Order Form.”

CALL-OFF CHARGES

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

(1) Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further 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

The Parties agree that the Charges included in the initial 12 month period of this Call-Off Contract in SOW001 are only valid for this 12 month period. The Parties agree that the Charges will be reviewed following the initial 12 months and updated through the Variation Process if required.

REIMBURSABLE EXPENSES

Any applicable expenses must be agreed as part of the individual Statement of Work (SOW) and will be in line with the DWP policy on expenses and any travel that incurs expenses will be pre-approved by DWP. If the resource requires hotel accommodation or travel in the execution of their DWP Assignment, DWP will this travel and accommodation in line with DWP Travel Policy.

DWP Expense Policy

REDACTED

PAYMENT METHOD

The payment method for this Call-Off Contract is **BACS** made monthly in arrears.

BUYER'S INVOICE ADDRESS:

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

REDACTED

REDACTED

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

It is noted that the Services to be performed by the Supplier are resource augmentation within a rainbow team, working at the direction of the Buyer. The Supplier Staff will use Buyer supplied equipment eg: laptop and will use Buyer supplied environments and repositories.

Resources will provide proof of their clearance on Day One of onboarding to the Authority via the Hiring Manager.

Available online. Further information can be found here:

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/security-policy-framework-protecting-government-assets)

Security Terms:

REDACTED

REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

First Working Day of each quarter

KEY STAFF

The Supplier:

Not applicable

Worker Engagement Status will be inside IR35.

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

BALANCED SCORECARD

Not Applicable

MATERIAL KPIs

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier provides annual reports to the Buyer centrally which includes updates on social value commitments.

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	Signature:	REDACTED
Name:		Name:	
Role:		Role:	
Date:		Date:	

The first Statement(s) of Works shall be inserted into this Annex 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 Annex 1 in chronology.

Annex 1 (Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off 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 Call-Off 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 Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	27 th November 2023
SOW Title:	BMC Engineering
SOW Reference:	REDACTED
Service Period	Means each Month from the SOW Start Date

Call-Off Contract Reference:	REDACTED
Buyer:	Department for Work and Pensions (DWP)
Supplier:	Capgemini Uk plc
SOW Start Date:	27 th November 2023
SOW End Date:	26 th November 2024
Duration of SOW:	12 months
Key Personnel (Buyer)	REDACTED
Key Personnel (Supplier)	Not Applicable
Subcontractors	REDACTED

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<p>The Supplier will provide resources to work within the Buyer's teams, on a time and materials basis.</p> <p>Please also refer to Call-Off Schedule 20 - Call-Off Specification v1.0.</p>

Delivery phase(s)	N/A
Overview of Requirement	The Supplier shall provide the resources stated in this SOW to the Buyer's Notifications project. The Buyer requires the Supplier to provide the resources identified in this SOW on a Time and Materials basis to support the delivery of the Buyer's transformation objectives.
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Rainbow Team:</i> <input checked="" type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	The Supplier will provide resources to work within the Buyer’s teams, on a time and materials basis. [REDACTED]		
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N/A	N/A - Milestones are not applicable for this SOW.		
Delivery Plan	N/A Rainbow Team delivery model.		
Dependencies	<p>1. The Buyer will provide access to all relevant Buyer systems, software, equipment, and connectivity, through which the Supplier will deliver the Services.</p> <p>2. The Buyer shall complete the on-boarding of the Supplier resources, in reasonable advance of the Start Date of this Statement of Work.</p> <p>3. The Buyer shall continually provide the Supplier with access to work completed to date to enable Supplier upskilling/knowledge transfer.</p> <p>4. The Buyer will be responsible for providing any information and access to Buyer personnel (and Buyer third party supplier personnel) reasonably requested by the Supplier.</p> <p>5. The Buyer shall raise any issues related to the Supplier's provision of the Services with the Supplier regarding any Services undertaken since the last review in a timely manner and no later than 10 days after the issue has been identified by the Buyer.</p> <p>6. The Buyer shall provide any input materials, tools and access to Buyer resources as required by the Supplier, upon which the Services or related activities may be dependent/based on.</p>		
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	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	<p>The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards:</p> <p>https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework</p> <p>Supplier Staff will also need to have experience of the technologies used by the Buyer, as detailed in the Buyer technical stack attached under in Call-Off Schedule 20 -Call-Off Specification.</p>		
Performance Management	Call-Off Schedule 14A–Service Levels does not apply to this Call-Off Contract or SOW.		
Additional Requirements	<p>Further to the details in Joint Schedule 11 – Processing Data, the details of Personal Data Processing to be performed by the Supplier as part of this SOW are set out in Annex 1 to this SOW.</p> <p>The Buyer has the right to terminate this Statement of Work at any time without reason by</p>		

	giving the Supplier not less than 30 days for a Statement of Work written notice.		
Key Supplier Staff	Key Role	Key Staff	Contract Details
	Not Applicable		

Worker Engagement Status	The Supplier confirms to the Buyer that the Supplier will deliver the Services using resources who are on Supplier payroll and/or through subcontracts via Buyer-approved Subcontractors with full PAYE and NI deducted for such resources at source in compliance with the Off Payroll Workers Legislation.
SOW Reporting Requirements:	Not Applicable

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 up to £506,000 (excluding VAT).

Role	QTY	Clearance	Estimated Days	Estimated resource start dates	Day Rate (£)	Estimated Total (£)
BMC Engineer	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	Up to £506,000
Totals						£506,000 (Excluding VAT and Expenses)

The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.

The Supplier has assumed occasional travel only will be required for this SOW which includes a maximum of two (2) days to a Buyers location on two consecutive days, not more than twice each month. The Buyers locations are St Peter's Square Manchester, Peel Park Blackpool or Benton-Park View Newcastle. Should the Buyer wish to change the frequency of the Supplier resources travel this will be agreed through the Variation Procedure.

INVOICING:

Electronic Invoices (attached to E-Mails) should be sent to:

	<p>REDACTED</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p>REDACTED</p> <p></p> <p></p>	
Rate Cards Applicable	Name of Resource	REDACTED
	BMC Specialist Engineer	REDACTED
Financial Model	Time and Materials	
Reimbursable Expenses	See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)	

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	REDACTED	
	and title		
	Date	REDACTED	
	Signature	REDACTED	
For and on behalf of the Buyer	Name	REDACTED	
	and title		
	Date		
	Signature		

ANNEX 1 Data Processing

The Parties have reviewed Annex 1 of the Call-Off Order Form and the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work. Annex 1 has been amended as set out below to reflect the Processing activities undertaken under this Statement of Work only:

RED ID [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

3. The Processor for this SOW shall be the Supplier.
4. The Controller for this SOW shall be the Buyer.
5. As Processor, the Supplier shall comply with any further written instructions with respect to Processing by the Controller.
6. Any such further instructions shall be incorporated into this SOW in accordance with the Variation procedure.

Description	Details
Identity of Controller for each Category of Personal Data	<p>1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> a. business contact details of Supplier Staff for which the Supplier is the Controller; and b. business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller. <p>2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by: <ul style="list-style-type: none"> i. directors, officers, employees, agents, consultants and contractors of Buyer; and ii. members of the public.
Duration of the Processing	From the Start Date to the Expiry Date of the SoW.
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>The Supplier will Process Personal Data as set out broadly in this SOW. The parties agree that:</p> <ul style="list-style-type: none"> 1. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction. 2. Any access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. 3. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.
Type of Personal Data	<ul style="list-style-type: none"> 1. Contact information (e.g. business e-mail address, telephone number etc.). 2. Personal life information (e.g. life habits, family situation). 3. Employment information (e.g. position, experience or employment history). 4. Identification information (e.g. name, gender, image in communication systems). <p>By prior written agreement between the parties:</p> <ul style="list-style-type: none"> 5. Data concerning health. 6. Data revealing racial or ethnic origin.
Categories of Data Subject	<ul style="list-style-type: none"> 1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Supplier Staff engaged in the performance of the Supplier's duties under the SOW for which the Supplier is the Controller. <p>By prior written agreement between the parties:</p>

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	3. Members of the general public
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	Delete or return as directed by the Buyer.