

## Order Form

**CALL-OFF REFERENCE:** CCTS22A74. (CCS ref)  
10294 (ECM REFERENCE)

**CALL-OFF TITLE:** The Provision of Engineering Resource for  
the AME (Annually Managed  
Expenditure) Payments for DWP

**CALL-OFF CONTRACT  
DESCRIPTION:** The Contract shall provide provision of  
Resources in support of the Buyer's  
AME Payments Project. At a high-level  
AME Payments requires the supplier to  
deliver specific digital outcomes to support  
the modernisation our current payments  
estate, increasing efficiency, simplification,  
and flexibility. This will require specific  
digital capabilities and capacity. The Buyer  
intends to create an  
industry leading and intelligent payments  
service that allows it to pay the right amount,  
on the right day, to the right person.

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

**BUYER ADDRESS:** Caxton House, Tothill  
Street  
London  
Greater London  
SW1H 9NA  
England

**THE SUPPLIER:** Tata Consultancy Services (TCS)

**SUPPLIER ADDRESS:** 18 Grosvenor Place, London, SW1X 7HS

**REGISTRATION NUMBER:** FC025271

**DUNS NUMBER:** 91-615-2424

### APPLICABLE FRAMEWORK CONTRACT

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

This Order Form is for the provision of the Call-Off Deliverables and dated Monday 3<sup>rd</sup> 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 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, 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 CCTS22A74

- Call-Off Schedule 1 (Transparency Reports)

CCTS22A74 Order Form Template and Call-Off Schedules

Project Version: v1.0

Model Version: v3.6

## Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- 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 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**

There are no Special Terms incorporated into this Call-Off Contract.

**CALL-OFF START DATE:** Monday 3<sup>rd</sup> October 2022

**CALL-OFF EXPIRY DATE:** Monday 2<sup>nd</sup> October 2023

**CALL-OFF INITIAL PERIOD:** 12 Months (1 year)

**CALL-OFF OPTIONAL  
EXTENSION PERIOD:** 3 Months

**MINIMUM NOTICE PERIOD  
FOR EXTENSION:** 3 Months

**CALL-OFF CONTRACT VALUE:** £900,000.00 (Excluding VAT) including the option to extend the Contract

**KEY SUB-CONTRACT PRICE:** N/A

**CALL-OFF DELIVERABLES**

Please refer to 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

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(Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract as per Call Off Schedule 20 (Specification), section 18:

Acceptable Use Policy.

Information Security Policy.

Physical Security Policy.

Information Management Policy.

Email Policy.

Remote Working Policy.

Social Media Policy.

Security Classification Policy.

HMG Personnel Security Controls – May 2018.

#### 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 value of the one (1) year Contract, inclusive of the three (3) month extension period, is:  
£900,000.00 (excluding VAT).

#### CALL-OFF CHARGES

See Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- (1) Capped Time and Materials (CTM);

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 in accordance with clause 24.6 of the Core Terms.

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

See details in Annex 2 of Call-Off Schedule 20- Call-Off-Specification. The same Annex - DWP Travel Policy 2 is attached.

The locations for the services (“hub sites”) are those listed in Call-Off-Schedule 20 section 21.

CCTS22A74 Order Form Template and Call-Off Schedules

Project Version: v1.0

Model Version: v3.6

## PAYMENT METHOD

See details in Call-Off Schedule 20 – Call-Off Specification section 19.

## BUYER'S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to:

[APinvoices-DWP-U@gov.sscl.com](mailto:APinvoices-DWP-U@gov.sscl.com).

Paper invoices should be sent to:

SSCL

PO Box 406

Phoenix House

Celtic Springs

Newport

NP10 8FZ

## BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

## BUYER'S ENVIRONMENTAL POLICY

See details in Call-Off Schedule 20 – Call-Off Specification section 18.

## BUYER'S SECURITY POLICY

See details in Call-Off Schedule 20 – Call-Off Specification section 18.

## SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

## SUPPLIER'S CONTRACT MANAGER

[REDACTED]

## PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

## PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

## KEY STAFF

[REDACTED]

## KEY SUBCONTRACTOR(S)

N/A

## COMMERCIALLY SENSITIVE INFORMATION

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

Supplier's Technical proposal. Supplier's Commercial submission.

#### MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 20 (Call off Specification v1.0):

**[REDACTED]**

#### 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

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).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<b>[REDACTED]</b>	Signature:	<b>[REDACTED]</b>
Name:	<b>[REDACTED]</b>	Name:	<b>[REDACTED]</b>
Role:	<b>[REDACTED]</b>	Role:	<b>[REDACTED]</b>
Date:	<b>[REDACTED]</b>	Date:	<b>[REDACTED]</b>