



Crown
Commercial
Service

**Call Off Order Form and Call Off Terms for the
Management Consultancy Framework Agreement**

RM3745

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

**The Provision of Consultancy for DWP Resource Assumptions
Baseline Exercise**

TO

Department for Work and Pensions

From

Capgemini UK PLC

CONTRACT REFERENCE: CCCC18B16

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the Provision of Consultancy for DWP Resource Assumptions Baseline Exercise dated **28th February 2019**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Contracting Authority post award
From	Department for Work & Pensions ("CUSTOMER")
To	Capgemini UK PLC ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 8th March 2019
1.2.	Expiry Date: End date of Initial Period: 9th August 2019 End date of Extension Period: 30 th September 2019 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
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4. CONTRACT PERFORMANCE

4.1.	Standards: Please refer to Statement of Requirements
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Please refer to Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer: [REDACTED] Supplier: Head of Welfare Sector [REDACTED] Capgemini Invent Account Executive – [REDACTED] Project Manager – [REDACTED] Modelling Lead – [REDACTED] Time & Motion Lead - [REDACTED]
5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms):

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted (but see below)</p> <p>The base location will be [REDACTED]. Day rates submitted will be inclusive of travel to the base location.</p> <p>The fieldwork will be carried out at various satellite DWP offices, details of which will be provided to the successful Bidder by the Authority.</p> <p>The Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the DWP's Contractor expenses policy, which is included with this Bid Pack.</p> <p>It should be noted that the DWP's satellite offices are geographically based across the UK. Due to the nature of the requirement, a significant level of travel will be required by the Potential Bidder to undertake the fieldwork. It is required that the Potential Bidder will only claim travel costs from their nearest office to the DWP location at which they are undertaking fieldwork in, and actively work to minimise travel costs under this contract.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>SSCL Accounts Payable Team</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>5 months from 8th March 2019 to 9th August 2019. Option to extend by 2 months – time only.</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not Applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £700,000 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause Error! Reference source not found. of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms)); In Clause Error! Reference source not found. of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause Error! Reference source not found. of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier. All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may provide affect the Supplier's competitive position. As a result the Supplier considers this information to be a 'trade secret'.

	<p>The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.</p> <p>All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed it could be commercially damaging to the Supplier.</p> <p>Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).</p>
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital B</p> <p>Recital C - date of issue of the Statement of Requirements: 18th January 2019</p> <p>Recital D - date of receipt of Call Off Tender: 1st February 2019</p> <p>Recital E</p>
10.2	<p>Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Short form security requirements</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.5	<p>Testing:</p> <p>Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p> <p>Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms):</p>

	Not Applied
10.9	<p>Notices (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>Customer’s postal address and email address: Department for Work and Pensions, ██ ██ ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████</p> <p>Supplier’s postal address and email address: ████████████████████ ████████████████████ ████████████████████ ████████████████████ ████████████████████</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</p> <p>The Applicable Laws for these Services are those which apply to the Service Provider in its business as an IT Service Provider notwithstanding any provision to the contrary.</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not Applicable</p>

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	7/3/2019

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	7/3/2019