

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

PROVISION OF DATA CONSULTANTS FOR THE CDO

TO

DEPARTMENT FOR HEALTH AND SOCIAL CARE (DHSC)

FROM

CAPGEMINI UK PLC

CONTRACT REFERENCE: CCCC20B98

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 **Data Consultants for the CDO** dated **04 September 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 Template Call Off Order Form and the Call Off Terms.

Order Number	1049
From	Department for Health and Social Care (DHSC) ("CUSTOMER")
To	Capgemini UK Plc ("SUPPLIER")
Date	21st April 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 19th October 2020
1.2.	Expiry Date: End date of Initial Period: 30th June 2021 End date of Extension Period: Not applicable Minimum written notice to Supplier in respect of extension: Not applicable

2. SERVICES

2.1	<p>Services required:</p> <p>Provision of staff augmentation services comprising of the Supplier providing Supplier Personnel in support of the Customer. Supplier Personnel shall support the Customer with the following activities.</p> <ul style="list-style-type: none">• Assist with the management of the professional Data & Analytics community across Test & Trace;• Data governance & management activities for Test & Trace <p>The Supplier Personnel shall be under the management, control and direction of the Customer for the duration of this Call Off Contract and the Customer shall be responsible for all project outputs and/or Deliverables. There shall be no Deliverables as a result of the Services provided in this Call Off Contract.</p> <p>Service Location:</p> <p>The Services will be delivered to Department of Health. Supplier Personnel shall work from locations as determined by the Supplier (which may include Supplier Personnel home locations). Any rights of entry to Supplier premises or other assessments of physical location associated with the audit rights or other obligations in this Call Off Contract shall not apply to Supplier Personnel work from home locations.</p> <p>Out of Scope:</p> <p>The Security Management Plan, Information Security Management System and BCDR plan are not required as this Call Off Contract is for staff augmentation Services.</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan: Not applicable</p>
	<p>Customer Responsibilities:</p> <p>The Customer is responsible upon commencement of this Call Off Contract for the following:</p> <ul style="list-style-type: none">• Providing reasonable assistance to the Supplier to provide access to data and tooling necessary in the performance of the Contract.• Provide daily management, control and direction of Supplier Personnel.• Provide all software, licensing, equipment, infrastructure, remote access to systems, security controls, documentation and environments as necessary to enable the Supplier to provide the Services and to ensure that the Customer has in place all supporting consents, approvals and permissions.

	<ul style="list-style-type: none"> • Not grant access to or provide any Customer Personal Data (including but not limited to patient information) to Supplier. • Ensure Customer Data backups in accordance with Good Industry Practice and at a minimum that backups of Customer Data are conducted every 24 hours (and Supplier responsibility in relation to Data loss as a result of its default shall be limited to restoration of latest backup). • Ensure that Supplier Personnel are given a briefing on the Customer's security procedures to be followed during the provision of the Services. • Ensure that the Suppliers Services are compliant with the Customer's security policies; and • Advising the Supplier of any specific legal and regulatory requirements that are specific to the Customer and/or CCS to which the Supplier must be aware of to enable it to provide the Services.
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4. CONTRACT PERFORMANCE

4.1.	Standards: In clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied

5. PERSONNEL

5.1	Key Personnel: <u>Customer:</u> <div style="background-color: black; width: 240px; height: 15px; margin-bottom: 5px;"></div> <u>Supplier:</u> <div style="background-color: black; width: 300px; height: 15px; margin-bottom: 5px;"></div>
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT): £ 905,050</p> <p>Details as per Annex 1 of this Order Form.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): 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>Not applicable</p> <p>The Call-Off charges are inclusive of all expenses</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>██████████</p> <p>Payment and Invoicing 39 Victoria Street Westminster London SW1H 0EU</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The full term of the Contract</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £905,050 (excluding VAT)</p>
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7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (Clause 38.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Prior to exit of the contract, the Capgemini team will work with the business owner to handover any documents, transition materials to ensure continuity. This is needed in case the current contract completes and transition is required - or a new supplier/Civil Servant(s) are recruited.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: Supplier Commercially Sensitive Information includes: <ol style="list-style-type: none"> 1. 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. 2. All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may affect the Supplier's competitive position. As a result, the Supplier considers this information to be a 'trade secret'.

	<p>3. 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>4. All details relating to staffing data including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, and staff terms and conditions of employment and staff selection methods 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>5. 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	Recitals (in preamble to the Call Off Terms): Recitals B to E
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	<p>Security: Short form security requirements</p> <p>The Security Management Plan and an Information Security Management System are not required as this Call Off Contract is for staff augmentation Services</p>
10.4	<p>ICT Policy: Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery: The Supplier is not required to produce a BCDR plan as this Call Off Contract is for staff augmentation Services using Customer supplied equipment.</p>
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Applied</p>

10.9	Notices (Clause 56.6 of the Call Off Terms): 39 Victoria Street, London, SW1H 0EU Supplier's postal address: No.1 Forge End Woking Surrey GU21 6DB
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable
10.14	Staff Transfer Not applicable

Annex 1 – Contract Charges

The below table sets out the maximum charges that the Customer will be charged by the Supplier for the entire Contract Term.

These charges shall remain fixed for the duration of the Contract. The total capped cost is £1,278,800.00 including all expenses but excluding VAT.

MCF Role	Commencement Date	Offered Rate	Estimated Days Required	Estimated Total
Estimated Total	£ 905,050 ex VAT			

This is a time and materials estimate based upon the Supplier's current understanding of the scope and requirements. This does not constitute a contractual commitment to deliver to this value or effort in terms of either a fixed price or a fixed price within any given tolerance.

The Call Off Contract Charges will be invoiced monthly in arrears at the end of each calendar month. All costs are exclusive of VAT, which will be charged at the applicable rate.

The above estimated Call Off Contract Charges are subject to the Customer agreeing that the implications of the current Covid-19 pandemic or any reoccurrences thereof ("the Pandemic") are, at the date of signature of this Call Off Contract unforeseeable. If the Supplier is unable to supply one or more Supplier Personnel or to make their services available as a consequence of the Pandemic, the Supplier will be discharged of responsibility arising from such failure and shall not charge for such Supplier Personnel until a replacement is provided. Once a suitable replacement is provided, the Supplier will resume responsibility for the delivery of such suspended Supplier Personnel services identified within the Call Off Contract and shall be entitled to charge for the replacement Supplier Personnel. The Supplier shall use reasonable endeavours to mitigate the impact of the Pandemic on the Services.


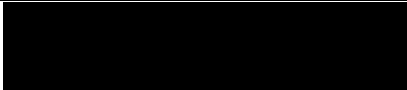
FORMATION OF CALL OFF CONTRACT

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	 Executive Vice President
Signature	
Date	27th April 2021

For and on behalf of the Customer:

Name and Title	 / Commercial Director
Signature	
Date	28/04/21