

CCBS22A01 Provision of Resource for the Retirement, Bereavement & Care Project (RBC) Order Form

CALL-OFF REFERENCE: CCBS22A01.
DWP reference: [REDACTED]

CALL-OFF TITLE: Provision of Resource for the Retirement, Bereavement & Care Project (RBC)

CALL-OFF CONTRACT DESCRIPTION: This is a 12-month Contract that provides Resources in support of its Retirement Bereavement & Care (RBC) Project. At a high-level RBC requires a supplier to deliver specific digital outcomes to meet citizens' pre and post State pensions-age needs, which will require specific digital capabilities and capacity. The Contracting Authority want to encourage the majority of interaction with citizens through digital self-service.

THE BUYER: Department for Work and Pensions.

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

THE SUPPLIER: Capgemini UK Plc

SUPPLIER ADDRESS: 40 Holborn Viaduct, London, EC1N 2PB

REGISTRATION NUMBER: 00943935

DUNS NUMBER: 211980537

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **Friday 8th July 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(S):

Lot 2 – Digital Specialist.

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)~~ - N/A
 - ~~Joint Schedule 7 (Financial Difficulties)~~ -N/A
 - ~~Joint Schedule 8 (Guarantee)~~—— -N/A
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - ~~Joint Schedule 12 (Supply Chain Visibility)~~ N/A

- Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for CCBS22A01:
 - Call-Off Schedule 1 (Transparency Reports)
 - ~~Call-Off Schedule 2 (Staff Transfer) - N/A~~
 - 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 (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 12 (Clustering) - N/A~~
 - ~~Call-Off Schedule 13 (Implementation Plan and Testing) - N/A~~
 - ~~Call-Off Schedule 14 A/B (Service Levels & Balance Scorecard) -N/A~~
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - ~~Call-Off Schedule 16 (Benchmarking) – N/A~~
 - ~~Call-Off Schedule 17 (MOD Terms) - N/A~~
 - Call-Off Schedule 18 (Background Checks)
 - ~~Call-Off Schedule 19 (Scottish Law)– N/A~~
 - Call-Off Schedule 20 (Call-Off Specification)
 - ~~Call-Off Schedule 21 (Northern Ireland Law)– N/A~~
 - ~~Call-Off Schedule 23 (HMRC Terms)– N/A~~
 - ~~Call-Off Schedule 25 (Ethical walls agreement)– N/A~~
 - ~~Call-Off Schedule 26 (Secondment Agreement)– N/A~~
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.

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

The use of terms “DWP” and “Contracting Authority” shall be read as Buyer throughout this Call-Off Contract and with specific reference to Call-Off Schedules 5 & 20.

CALL-OFF SPECIAL TERMS

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

The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer to which the Supplier must be aware of to enable it to provide the Services.

The Parties agree that optional Call Off Schedule 2 (Staff Transfer) does not apply to this Call-Off Contract as there are no people in scope to transfer upon commencement of this Call-Off Contract.

CALL-OFF START DATE:	08/07/2022
CALL-OFF EXPIRY DATE:	09/07/2023.
CALL-OFF INITIAL PERIOD:	12 Months.
CALL-OFF OPTIONAL EXTENSION PERIOD:	3 Months.
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months.
CALL-OFF CONTRACT VALUE:	£4,500,000.00 (excluding VAT)

The above dates replace those in Schedule 20 (Specification).

CALL-OFF DELIVERABLES

For the purposes of the Invitation to Tender, please refer to Attachment 3 Statement of Requirements, which will be inserted into Call-Off Schedule 20 (Call-Off Specification) on award of contract.

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 (Specification). The Buyer requires the Supplier to comply with the

following additional Standards for this Call-Off Contract as per the Attachment 3 – Statement of Requirements section 18:

The Security Policies are published on:

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/collections/dwp-procurement-security-policies-and-standards)

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 Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£4,500,000.00 (ex VAT)**.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 – Annex 2 (Pricing 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.

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)

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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 2 - DWP Travel Policy2 is as attached.

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



Attachment 3 -
Annex 2 - DWP Trave

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.

Paper invoices should be sent to:

SSCL

PO Box 406

Phoenix House

Celtic Springs

Newport

NP10 8FZ.

Invoices should also be sent to the Buyer's authorised representative.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

See details in Call-Off Schedule 20 - Call-Off-Specification Section 12.

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, or as mutually agreed between both parties.

KEY STAFF

The Supplier:

[REDACTED]

KEY SUBCONTRACTOR(S)

None.

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 - Commercially Sensitive Information v1.0

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):

KPI	Service Area	KPI description	Target
1	Performance	Supplier Staff provided have the necessary knowledge, skills, experience, and qualifications and are able to deliver to the required standard.	98%
2	Lead Times	Where Buyer requests CVs from the Supplier, the Supplier shall provide suitable CVs within 3 Working Days. If requested by the Buyer the Supplier shall arrange interviews within 2 Working Days of the Buyer confirming which CV's are of interest.	95%
3	Reporting	Quality and accuracy of Management Information Reports received within agreed reporting timescales	95%

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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

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:		Signature:	

Name:		Name:	
Role:		Role:	
Date:		Date:	

Appendix 1

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

Annex 1 (Template 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:	To be confirmed between the Authority and Supplier
SOW Title:	To be confirmed between the Authority and Supplier


SOW Reference:	To be confirmed between the Authority and Supplier
Call-Off Contract Reference:	CCBS22A01
Buyer:	Department for Work and Pensions
Supplier:	To be confirmed between the Authority and Supplier
SOW Start Date:	To be confirmed between the Authority and Supplier
SOW End Date:	To be confirmed between the Authority and Supplier
Duration of SOW:	To be confirmed between the Authority and Supplier
Key Personnel (Buyer)	To be confirmed between the Authority and Supplier
Key Personnel (Supplier)	To be confirmed between the Authority and Supplier
Subcontractors	To be confirmed between the Authority and Supplier

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	Please refer to Call-Off schedule 20 – Call-Off Specification
Delivery phase(s)	To be confirmed between the Authority and Supplier
Overview of Requirement	To be confirmed between the Authority and Supplier

Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>
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3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	Please refer to Attachment 3 Statement of Requirements.		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

MS01	To be confirmed between the Authority and Supplier	To be confirmed between the Authority and Supplier	To be confirmed between the Authority and Supplier
MS02	To be confirmed between the Authority and Supplier	To be confirmed between the Authority and Supplier	To be confirmed between the Authority and Supplier
Delivery Plan	To be confirmed between the Authority and Supplier		
Dependencies	To be confirmed between the Authority and Supplier		
Supplier Resource Plan	To be confirmed between the Authority and Supplier		

Security Applicable to SOW:	<p>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).</p> <p>See details in Attachment 3 – Statement of Requirements section 18</p>																				
Cyber Essentials Scheme	<p>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).</p>																				
SOW Standards	<p>To be confirmed between the Authority and Supplier</p>																				
Performance Management	<p>Not Applicable.</p>																				
Additional Requirements	<p>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.</p>																				
Key Supplier Staff	<p>To be confirmed between the Authority and Supplier</p> <table border="1"> <thead> <tr> <th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>			Key Role	Key Staff	Contract Details															
Key Role	Key Staff	Contract Details																			
Worker Engagement Status	<p>[Yes / No] [Insert details] To be confirmed between the Authority and Supplier</p> <div style="text-align: center;">  Worker%20Engagem ent%20Status.docx </div> <p>In addition the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime.</p> <p>Key Supplier Staff shall mean those individuals identified as Key Supplier Staff in this Statement of Work."</p> <ol style="list-style-type: none"> 1.1 Key Supplier Staff Name(s) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 1.4 Worker Engagement Status, i.e. are Key Supplier Staff on payroll and are deductions of PAYE and National Insurance made at source? Yes/No 1.5 If "yes", fee payer details for each of the Key Supplier Staff (e.g. Supplier PAYE, Agent PAYE, Umbrella Company) 																				

[SOW Reporting Requirements:]	[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:												
	<table><tr><th>Ref.</th><th>Type of Information</th><th>Which Services does this requirement apply to</th><th>Required regularity of Submission</th></tr><tr><td>1.</td><td>[insert]</td><td></td><td></td></tr><tr><td>1.1</td><td>[insert]</td><td>[insert]</td><td>[insert]</td></tr></table>	Ref.	Type of Information	Which Services does this requirement apply to	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]
Ref.	Type of Information	Which Services does this requirement apply to	Required regularity of Submission										
1.	[insert]												
1.1	[insert]	[insert]	[insert]										

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> <input type="checkbox"/> [Capped Time and Materials] <input type="checkbox"/> [Incremental Fixed Price] <input type="checkbox"/> [Time and Materials] <input type="checkbox"/> [Fixed Price] <input type="checkbox"/> [2 or more of the above charging methods] <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
Financial Model	<i>[Supplier to insert its financial model applicable to this SOW]</i>
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]</p> <p>[Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.] [None]</p> <p><i>[Buyer to delete as appropriate for this SOW]</i></p>

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

ANNEX 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only.

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW)]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> [Insert] the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> [Insert] the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> [Insert] the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>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"> Business contact details of Supplier Personnel for which the Supplier is the Controller, Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,

	<ul style="list-style-type: none"> • [Insert] the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1)
	<p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p>[Guidance] where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates] As per contract period</i>

Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>