DPS Schedule 6 - Order Form and Order Schedules

Order Form

ORDER REFERENCE:	CCIS21A13
THE BUYER: BUYER ADDRESS	Department of Health and Social Care 39 Victoria Street Westminster London SW1H 0EU
THE SUPPLIER:	Capgemini UK Plc
SUPPLIER ADDRESS:	No 1 Forge End Woking GU21 6DB

REGISTRATION NUMBER: 943935

DUNS NUMBER: 211980537
DPS SUPPLIER REGISTRATION SERVICE ID: 306508
REDACTED

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 24 May 2021**.** It's issued under the DPS Contract with the reference number RM6148 for the provision of Quality Assurance & Testing for IT Systems 2.

DPS FILTER CATEGORY(IES):

Tender 1 (CCIS21A13):
Quality Assurance Testing (QAT) Specialists, Quality Assurance (QA) & DevOps, Load & Performance Testing, Strategic Quality Assurance (QA) Consultancy, 11-25, 11-25, 11-25, 11-25, 11-25, Baseline Personnel Security Standard (BPSS)
ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6148
3. The following Schedules in equal order of precedence:

   - Joint Schedules for RM6148 Joint Schedule 2 (Variation Form)
     Joint Schedule 3 (Insurance Requirements)
     Joint Schedule 4 (Commercially Sensitive Information)
     Joint Schedule 5 (Corporate Social Responsibility)
     Joint Schedule 6 (Key Subcontractors)
     Joint Schedule 10 (Rectification Plan)
     Joint Schedule 11 (Processing Data)
   - Order Schedules for RM6148:
     Order Schedule 1 (Transparency Reports)
     Order Schedule 6 (ICT Services) excluding Annexes A & B thereto
     Order Schedule 7 (Key Supplier Staff)
     Order Schedule 8 (Business Continuity and Disaster Recovery)
     Order Schedule 9 (Security) Part B
     Order Schedule 10 (Exit Management)
     Order Schedule 14 (Service Levels)
     Order Schedule 15 (Order Contract Management)
     Order Schedule 20 (Order Specification)
     Order Schedule 22 (Secret Matters)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6148

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

1. The Supplier's aggregate liability in each and any Contract Year for any breach of Clause 14 of the Core Terms - DPS, and any Data Protection Legislation, shall in no event exceed £10,000,000.

ORDER START DATE: 24.05.2021

ORDER EXPIRY DATE: 20.05.2022

ORDER INITIAL PERIOD: 12 months

ORDER OPTIONAL EXTENSION PERIOD Up to 6 months

DELIVERABLES

Examples of deliverables are listed in attachment 3, our consultants working under a T&M model will deliver activities in line with DHSC Test Strategy and processes.

The Statement of Requirements v3 issued with the invitation to tender are attached at Appendix 2 of this Order Form.

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

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

ORDER CHARGES

REDACTED

An initial core team is already in place and weekly resource meeting held with Capgemini and DHSC to plan and forecast resources needed to deliver against plan.

REIMBURSABLE EXPENSES

None, the services will be delivered at the Supplier’s premises.

PAYMENT TERMS

The payment terms for this Order Contract is stated in Clause 4.4 of the Core Terms.

PAYMENT METHOD

Payment by the Buyer to the Supplier shall be as described on each invoice.

BUYER’S INVOICE ADDRESS:

At section 16 of the Attachment 3 Statement of Requirements.

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

NHS Test and Trace Technology Commercial

Department of Health and Social Care

Richmond House

79 Whitehall

London

SW1A 2NS

BUYER'S ENVIRONMENTAL POLICY
Not applicable

BUYER'S SECURITY POLICY
Not applicable

BESPOKE ISMS REQUIRED
Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE
Account Manger REDACTED
Email REDACTED
Tel No REDACTED

SUPPLIER'S CONTRACT MANAGER
Delivery Lead REDACTED
Email REDACTED
Tel No REDACTED
Address : 40 Holborn Viaduct EC1N 2PB

PROGRESS REPORT FREQUENCY
Report frequency: 48 hours in advance of each Contract Review meeting.

PROGRESS MEETING FREQUENCY
Meeting frequency: Monthly, the date shall be agreed at the initial meeting.

KEY STAFF
Not Applicable

KEY SUBCONTRACTOR(S)
No Sub Contractors to be used as per the proposal.

COMMERCIALLY SENSITIVE INFORMATION
The Supplier's bid submission and the commercial details attached as Appendix 1 to this Order Form shall be considered Commercially Sensitive Information.

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

For and on behalf of the Supplier:		**For and on behalf of the Buyer:**
REDACTED	Signature:	REDACTED
REDACTED	Name:	REDACTED
REDACTED	Role:	REDACTED
21/05/2021	Date:	28/05/2021

APPENDIX 1 – 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'.

The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.

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.

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 precontract references).