

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

Order Form

CALL-OFF REFERENCE: Con_4182

CALL-OFF TITLE: Provision of a Technical Architect

CALL-OFF CONTRACT DESCRIPTION: Provision of a Technical Architect

THE BUYER: **Department for Business and Trade**

BUYER ADDRESS: Old Admiralty Building, London, SW1A 2DY

THE SUPPLIER: **Tata Consultancy Services Limited**

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

REGISTRATION NUMBER: UK branch registration number BR007627

DUNS NUMBER: 234017981 (UK Branch Office)

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st June 2023
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 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:

- This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- Joint Schedule 1 (Definitions) RM6263
- Framework Special Terms

- 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)

 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
- CCS Core Terms (version 3.0.11)
- Joint Schedule 5 (Corporate Social Responsibility) RM6263

- 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

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

Call-Off Special Term 1	Framework Special Term 1 – Clause 10.2.2 (Ending the Contract without a reason) is amended as follows: “Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than: (a) 30 days for a Statement of Work; or (b) 30 days for the Call-Off Contract, written notice and if it’s terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”
Call-Off Special Term 2	The requirement to provide employee level details under the definition for ‘Costs’ in Joint Schedule 1 is amended to anonymised role level details.

CALL-OFF START DATE: 5th June 2023

CALL-OFF EXPIRY DATE: 4th October 2023

CALL-OFF INITIAL PERIOD: 4 months

CALL-OFF OPTIONAL
EXTENSION PERIOD: 2 months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S):

CALL-OFF CONTRACT VALUE: £32,544

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

See details in 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 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

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

1. 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 and as per the below.

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges.

2. Clause 11.6 of the Core Terms is amended to read as follows for the purposes of this Call-Off Contract: "In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the lower of Data Protection Liability Cap or 125% of the of the Estimated Yearly Charges.

CALL-OFF CHARGES

(1) Time and Materials (T&M);

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

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

None

PAYMENT METHOD

BACS within 30 days of valid invoice

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available upon request

BUYER'S SECURITY POLICY

Available upon request

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

Weekly meeting with team to set priorities and objectives

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

MATERIAL KPIs

N/A

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

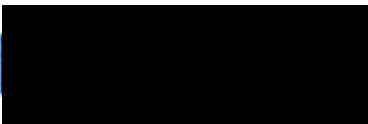

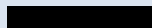

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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:	Head UK and Ireland	Role:	Deputy Director, Commercial
Date:	6/2/2023	Date:	6/6/2023

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.

1. STATEMENT OF WORK (“SOW”) DETAILS	
Upon execution, this SOW forms part of the Call-Off Contract (reference below).	
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.	
Date of SOW:	1 st June 2023
SOW Title:	Technical resource to support Digital Transformation team
SOW Reference:	
Call-Off Contract Reference:	
Buyer:	Department for Business, Energy and Industrial Strategy
Supplier:	Tata Consultancy Services Limited
SOW Start Date:	5 th June 2023
SOW End Date:	4 th October 2023
Duration of SOW:	4 months
Key Personnel (Buyer)	<div></div>

Key Personnel (Supplier)	N/A
Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<ol style="list-style-type: none"> 1. <i>Help the Buyer to set up development and production environments for ORP on BEIS / DBaT infrastructure.</i> 2. <i>Review and improve the Buyer's developer handbook, so that ORP can be picked up by future development teams and suppliers as easily as possible.</i> 3. <i>Support the Buyer in shaping the technical requirements for the future development of ORP, for the purpose of ensuring these are reflected in future tendering processes.</i> 4. <i>Support non-technical Buyer colleagues in preparations and discussions with regulators, other government departments and similar stakeholders, translating specialist language and approaches into accessible form</i> 5. <i>Ongoing maintenance of ORP between contract periods.</i> 6. <i>Review High Level Design and other documentation to ensure alignment with industry good practice and UK Government standards, updating this documentation based on any maintenance or changes.</i>
Delivery phase(s)	<i>Beta</i>
Overview of Requirement	<i>To provide technical support to ongoing delivery of Beta</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Rainbow team</i></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

Role	Technical Architect – [REDACTED]		
Outcome Description	To provide technical support for [REDACTED] days a week on the development and delivery of ongoing and upcoming activity for the Open Regulation Platform		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

MS01	N/A		
MS02	N/A		
Delivery Plan	N/A		
Dependencies	<p>The Buyer will provide, at no cost to the Supplier, laptops and necessary devices for Supplier staff to perform the Services.</p> <p>The Buyer will provide, at no cost to the Supplier, necessary network access, tooling and software's for Supplier staff to deliver required services.</p> <p>The Buyer will provide, at no cost to the Supplier, the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises</p>		
Supplier Resource Plan	The provision of a resource for [REDACTED] days per week in accordance with Section 3 (Buyer Requirements) of this SOW.		
Security Applicable to SOW:	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).		
Cyber Essentials Scheme	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).		
SOW Standards	N/A		

Performance Management	N/A															
	<table><tr><th>Material KPIs</th><th>Target</th><th>Measured by</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Material KPIs	Target	Measured by												
Material KPIs	Target	Measured by														
Additional Requirements	N/A															
Key Supplier Staff	<table><tr><th>Key Role</th><th>Key Staff</th><th>Contract Details</th></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></table>	Key Role	Key Staff	Contract Details												
Key Role	Key Staff	Contract Details														
	N/A															
Worker Engagement Status	N/A															
[SOW Reporting Requirements:]	[N/A]															

4. CHARGES

Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is: Time and materials</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £32,544 or the provision of a resource for █ days a week for a period of FOUR MONTHS.</p> <p>There may be a requirement to extend this contract beyond the four month limit, and so will be extended per the £█ day rate for Technical Architect – █.</p> <p>The Charges shall be invoiced monthly in arrears accordance with Clause 4 of the Core Terms .</p>
Rate Cards Applicable	<p>£█ <i>per day</i> for the provision of a Technical Architect – █</p>
Financial Model	<p>N/A</p>
Reimbursable Expenses	
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:	

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:	
SOW Title:	
SOW Reference:	

Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
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>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

MS01																		
MS02																		
Delivery Plan																		
Dependencies																		
Supplier Resource Plan																		
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>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>insert if necessary</i>]</p>																	
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a <i>Cyber Essentials Plus Certificate</i> for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>																	
SOW Standards	<p>[<i>Insert</i> any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]</p>																	
Performance Management	<p>[<i>Insert</i> details of Material KPIs that have a material impact on Contract performance]</p> <table border="1"> <thead> <tr> <th>Material KPIs</th> <th>Target</th> <th>Measured by</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>[<i>Insert</i> Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>			Material KPIs	Target	Measured by												
Material KPIs	Target	Measured by																
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 Annex1 attached to this Statement of Work.</p>																	
Key Supplier Staff	<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> </tbody> </table> <p>[<i>Indicate</i>: 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	[Yes / No] [Insert details]														
[SOW Reporting Requirements:]	<p>[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:</p> <table border="1"> <thead> <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> </thead> <tbody> <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> </tbody> </table> <p>]</p>			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"> • [Capped Time and Materials] • [Incremental Fixed Price] • [Time and Materials] • [Fixed Price] • [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	[Supplier to insert its financial model applicable to this SOW]
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.]</p> <p>[None]</p> <p>[Buyer to delete as appropriate for this SOW]</p>

5. SIGNATURES AND APPROVALS
<p>Agreement of this SOW</p> <p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the</p>

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	
	Date	
	Signature	
For and on behalf of the Buyer	Name and title	
	Date	
	Signature	

ANNEX 1 Data Processing

Not Applicable