**Framework Schedule 6 (Order Form and Call Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: CCIT23A33

 ECM11082

CALL-OFF TITLE: Provision of AME Payments-Strategic Product Development

CALL-OFF CONTRACT DESCRIPTION: The Contracting Authority is seeking to put in place a 12-month Contract that provides for the provision of resources from a service provider to assist with providing skills and capacity across multiple disciplines to help us achieve key outcomes within our desired timeframes. We are looking to stand up multiple fully disciplinary teams in each area to support the delivery of Strategic Reference Architecture (SRA) and Application Reference Architecture (ARA) compliant microservices which together will provide our AME Payments service.

THE BUYER: Department for Work and Pensions

BUYER ADDRESS: Caxton House, Tothill Street, London

 SW1H 9NA

 THE SUPPLIER: Accenture UK Ltd

 SUPPLIER ADDRESS: 30 Fenchurch Street, London EC3M 3BD

REGISTRATION NUMBER: 4757301

DUNS NUMBER: 734939007

SID4GOV ID: **To be Confirmed**

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **19th 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:

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)
		+ Joint Schedule 7 (Financial Difficulties)
		+ Joint Schedule 8 (Guarantee)
		+ 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 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 13 (Implementation Plan and Testing)
		+ Call-Off Schedule 15 (Call-Off Contract Management)
		+ Call-Off Schedule 18 (Background Checks)
		+ Call-Off Schedule 20 (Call-Off Specification)
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.

# CALL-OFF SPECIAL TERMS

There are no Special Terms incorporated into this Call-Off Contract.

CALL-OFF START DATE: 26th June 2023

CALL-OFF EXPIRY DATE: 25th June 2024

CALL-OFF INITIAL PERIOD: 1 year

CALL-OFF OPTIONAL

EXTENSION PERIOD: 1 year

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 3 Months

CALL-OFF CONTRACT VALUE: £3,500,000.00 (exc VAT)

**Note:** There is no commitment to spend under this contract. Commitment to spend will come through Statement of Works (SOW) and an optional extension period of 12months up to £3,500,000.00, subject to Governance.

KEY SUB-CONTRACT PRICE: Not Applicable

# 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:

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:

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 value of the one (1) year Contract, inclusive of the one (12) month extension period, is: £7M (excluding VAT).

 The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £3.5M.

# CALL-OFF CHARGES

**See** Call-Off Schedule 5 (Pricing Details and Expenses Policy):

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

See details in Annex 2 of Call-Off Schedule 20- Call-Off-Specification. The same Annex - - DWP Travel Policy 2 is attached.

# PAYMENT METHOD

See details in Call-Off Schedule 20 – Call Off Specification section 18

# 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

# BUYER’S AUTHORISED REPRESENTATIVE

 **REDACTED TEXT under FOIA Section 40, Personal Information**

# BUYER’S ENVIRONMENTAL POLICY

See details in Call-Off Schedule 20 – Call-Off Specification section 18

# BUYER’S SECURITY POLICY

See details in Call-Off Schedule 20 – Call-Off Specification section 18

# SUPPLIER’S AUTHORISED REPRESENTATIVE

 **REDACTED TEXT under FOIA Section 40, Personal Information**

 Role/Title: Senior Manager

Registered Address: Accenture, 30 Fenchurch Street, London EC3m 3BD

 Email Address: **REDACTED TEXT under FOIA Section 40, Personal Information**

# SUPPLIER’S CONTRACT MANAGER

 **REDACTED TEXT under FOIA Section 40, Personal Information**

[Insert role]

[Insert phone]

[Insert email address]

[Insert address]

# PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

# PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

# KEY STAFF

 **REDACTED TEXT under FOIA Section 40, Personal Information**

[Insert role]

[Insert email address] [Insert address] [Insertcontract details]

[InsertWorker Engagement Status (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement] to be confirmed

# KEY SUBCONTRACTOR(S)

Not Applicable

# COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information - TBC at Contract Award

# 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 Contracting Authority request CVs from the supplier, the supplier shall provide suitable CVs within 3 working days.If requested by the Contracting Authority the Supplier shall arrange interviews within 2 working days of the Contracting Authority confirming which CV’s are of interest. | 95% |
| 3 | Reporting | Quality and accuracy of Management Information Reports received within agreed reporting timescales | 95% |

# SERVICE CREDITS

Not applicable

# ADDITIONAL INSURANCES

Not applicable

# GUARANTEE

There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

# 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

The Statement of Works is not applicable to this Contract

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** | Signature: | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |