

Order Form

CALL-OFF REFERENCE: CCTS22A74. (CCS ref)
10294 (ECM REFERENCE)

CALL-OFF TITLE: The Provision of Engineering Resource
for the AME (Annually Managed
Expenditure) Payments for DWP

CALL-OFF CONTRACT

DESCRIPTION: The Contract shall provide provision of
Resources in support of the Buyer's
AME Payments Project. At a high-level
AME Payments requires the supplier to
deliver specific digital outcomes to
support the modernisation our current
payments estate, increasing efficiency,
simplification, and flexibility. This will
require specific digital capabilities and
capacity. The Buyer intends to create an
industry leading and intelligent
payments service that allows it to pay
the right amount, on the right day, to the
right person.

THE BUYER: Department for Work and Pensions

BUYER ADDRESS: REDACTED under FOIA, Section 40 Personal Information

THE SUPPLIER: Tata Consultancy Services (TCS)

SUPPLIER ADDRESS: REDACTED under FOIA, Section 40 Personal Information

REGISTRATION NUMBER: FC025271

DUNS NUMBER: 91-615-2424

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Monday 3rd
October 2022.

It's issued under the Framework Contract with the reference number RM6263 for the
provision of Digital Specialists and Programmes Deliverables.

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

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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:

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 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for CCTS22A74
 - 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)

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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:	Monday 3 rd October 2022
CALL-OFF EXPIRY DATE:	Monday 2 nd October 2023
CALL-OFF INITIAL PERIOD:	12 Months (1 year)
CALL-OFF OPTIONAL EXTENSION PERIOD:	3 Months
MINIMUM NOTICE PERIOD FOR EXTENSION:	3 Months
CALL-OFF CONTRACT VALUE:	£900,000.00 (Excluding VAT) including the option to extend the Contract
KEY SUB-CONTRACT PRICE:	N/A

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 FrameworkSchedule 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:

Acceptable Use Policy.
Information Security Policy.
Physical Security Policy.
Information Management Policy.
Email Policy.
Remote Working Policy.
Social Media Policy.
CCTS22A74 Order Form and Schedules
Project Version: v1.0
Model Version: v3.7

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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 three (3) month extension period, is:
£900,000.00 (excluding VAT).

CALL-OFF CHARGES

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

(1) Capped Time and Materials (CTM);

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 in accordance with clause 24.6 of the Core Terms.

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 redacted under FOIA, Commercially Sensitive Information.

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

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:
REDACTED under FOIA, Section 40 Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED 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 under FOIA, Section 40 Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED under FOIA, Section 40 Personal Information

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 under FOIA, Section 40 Personal Information

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Technical proposal.

Supplier's Commercial submission.

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%

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under

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

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the Call-Off Contract, that it will comply with the socialvalue commitments in Call-Off Schedule 4 (Call-Off Tender).

STATEMENT OF WORKS

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).