



**Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

Department for Work & Pensions

Billing address

Your organisation's billing address - please ensure you include a postcode

[REDACTED]

Customer representative name

The name of your point of contact for this Order

[REDACTED]

Customer representative contact details

Email and telephone contact details for the Customer's representative

[REDACTED]

Supplier details



Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
Capgemini UK PLC

Supplier address

Supplier's registered address
1 Forge End, Woking, Surrey GU21 6DB

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative
[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure
Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number

Not Applicable

Section B
Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- 1. TECHNOLOGY STRATEGY & SERVICES DESIGN
- 2. TRANSITION & TRANSFORMATION
- 3. OPERATIONAL SERVICES
 - a: End User Services
 - b: Operational Management
 - c: Technical Management
 - d: Application and Data Management
- 4. PROGRAMMES & LARGE PROJECTS
 - a. OFFICIAL
 - a. SECRET (& above)

Customer project reference

Please provide the customer project reference number.

Project 23222

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

23/10/2020



Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5 year term for this Lot

Call Off Initial Period
12 months

Call Off Extension Period (Optional)
Up to 12 months

Minimum Notice Period for exercise of Termination Without Cause 30
(Calendar days) *Insert right (see Call Off Clause 30.7)*

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

Framework Standards and Compliance Requirements included at Annex A for completeness.

Customer's ICT and Security Policy

The Supplier shall comply with the Security Requirements as contained at Annex D (i).

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure).

Annex B – Customer's Statement of Requirement

Annex C – Supplier Tender Response

The Services shall be agreed and provided under Statements of Work (SoWs) that are identified as being made under this Call-Off Contract and which shall form part of this Order Form.

It is acknowledged by the Parties that the Services utilised by the Customer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of this Call-Off Contract.

Where required, the Customer may request specific Services and the Supplier will provide a proposal within 7 working days. Any specific Services commissioned by the Customer, will be agreed through the Variation Procedure as detailed in Clause 15 (Change) of the Call-Off Terms and Call-Off Schedule 5 (Variation Form).



Location/Site(s) for provision of the Services

In view of the COVID-19 pandemic, in the short-term services will be delivered remotely. This situation will be monitored and if there is an opportunity for safe working from a DWP hub site, this will be agreed through the Variation Procedure as detailed in Clause 15 (Change) of the Call-Off Terms and Call-Off Schedule 5 (Variation Form) shall apply. The preferred hub site is Caxton House, Tothill Street, Westminster, SW1H 9NA.

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract **at Annex D**

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

A3: Staff Transfer

A4: Exit Management

A: PROJECTS - Optional

A1: Testing

A2: Key Personnel

B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery – **see Annex D (i)**

B2: Continuous Improvement & Benchmarking

B3: Supplier Equipment

B4: Maintenance of the ICT Environment

B5: Supplier Request for Increase of the Call Off Contract Charges

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements – **see Annex D (ii)**

F: Collaboration Agreement – **see Annex D (iii)**

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures

H: MOD Additional Clauses

Alternative Clauses

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

Tick any applicable boxes below

Scots Law Or



B6: Indexation	<input type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

The Supplier will be required to work collaboratively with the Customer's contractors in its delivery of the Services. Should the Customer require the Supplier to enter into a Collaboration Agreement with a named contractor, the Variation Procedure as detailed in Clause 15 (Change) of the Call-Off Terms and Call-Off Schedule 5 (Variation Form) shall apply. Any Collaboration Agreement will be substantially in the form contained at Schedule F - see Annex D(ii).

Organisations required to collaborate

(Collaboration Suppliers)
Click here to enter text.

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date *insert right*

OR

An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.

tick box (right) and append as a clearly marked complete document

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

N/A

Third Party Software

N/A

In the event that any Supplier or Third Party software is identified as being required to support delivery of the Service, the Variation Procedure as detailed in Clause 15 (Change) of the Call-Off Terms and Call-Off Schedule 5 (Variation Form) shall apply.

Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

Customer laptops / Mac Books will be provided to the Supplier where required to support delivery of the Service.

Call Off Contract Charges and Payment Profile (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)



List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

[REDACTED]

Call-Off Contract Charges shall be agreed in each Statement of Work, based upon the rates included in the Supplier's proposal.

Services and Call-Off Contract Charges will be reviewed at a monthly checkpoint. This will include a review of current and future deliverables and the associated Call-Off Contract Charges. Where Services are to be commissioned as a specific Service whether as a fixed price work package or T&M, it will be agreed as a Variation in accordance with the Variation Procedure as detailed in Clause 15 (Change) of the Call-Off Terms and the Services and Charges will be detailed in the Variation Form - Call-Off Schedule 5.

Where Services are agreed under any SoW to be invoiced as T&M, based upon the number of days that Supplier Personnel have worked, then:

- a. the Supplier shall submit a timesheet in the above format for approval by the Customer's nominated approver;
- b. The Customer shall promptly (and in no more than four Working Days) review and approve such timesheets or provide the Supplier with details of why they cannot be approved. Where no such details are provided within four Working Days, the Supplier may invoice in accordance with those timesheets;
- c. Where a timesheet cannot be approved in full, the Customer shall approve those parts of it is able to confirm as correct, and the Supplier may invoice for that element of the time. The Customer and Supplier shall work together to reconcile any element of a timesheet that cannot be approved, after which the Customer shall then approve the outstanding amount for payment.
- d. In the event that the Customer identifies a discrepancy with the timesheet after the Supplier has invoiced for the time claimed on the timesheet, the Customer and the Supplier shall work together to rectify the discrepancy and the Supplier shall credit any overpayment back to the Customer on the next invoice.

Undisputed Sums Limit (£) £500,000
Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days) N/A
Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£) £1,000,000
For Call Off Contract Periods of over 12 Months

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£) No additional insurance required

Professional Indemnity Insurance (£) No additional insurance required

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
Performance	Summary of Service delivered and outcomes achieved. Forward look of plans for month ahead	Word / Excel	Monthly
Call Off Contract Charges	Breakdown of Charges applied, including T&M and fixed price charges	Word / Excel	Monthly



Key Sub-Contractors	Details of any Sub-Contractors used in delivery of the Services, including identification of any Small & Medium sized Enterprises (SME's)	Word / Excel	Monthly
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Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)
Where applicable insert right

Not required as at Call-Off Commencement Date.

In the event that a Quality Plan is needed in support of the delivery of the Service, the Variation Procedure as detailed in Clause 15 (Change) of the Call-Off Terms and Call-Off Schedule 5 (Variation Form) shall apply.

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)
Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

The Supplier shall provide an indicative 30- day implementation plan as part of their Tender Response. The plan should demonstrate the Suppliers approach to implementation of the Innovation Lab Service.

Should the Customer require the Implementation Plan to form part of the Contract, it will be agreed and included in this Call-Off Order Form prior to Contract signatory.

BCDR (see Call Off Schedule B1)

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.



An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract **OR**

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

See additional clause at Annex D(iii). Further to the Buyer's response to a clarification question at the ITT stage, it is agreed that the Supplier's standard Business Continuity document at Annex D(iii) satisfies the adequate business continuity and disaster recovery arrangements and meets the requirements of a BCDR Plan. Without limitation, it is agreed that the Supplier's standard Business Continuity document at Annex D(iii) satisfies the review and testing requirements of additional clauses 6 and 7 of Schedule B1 such that the Business Continuity document and any plans made further to it shall not require amendment outside of the Supplier's organisation's own amendments in the course of its business.

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Disaster Period (calendar days)

N/A

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage



In the event that the Customer requires the Supplier to process data under the GDPR data processing provisions, the Variation Procedure as detailed in Clause 15 (Change) of the call off terms and the services will be detailed in the variation form – Call-Off Schedule 5.

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

X - Service Failures (number)
Where applicable insert right

N/A

Y – Period (Months)
Where applicable insert right

N/A

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles

Not Applicable

Customer Responsibilities

CR1: The Customer shall provide the Supplier with access to the Customer's Digital Innovation team to enable a blended core team and shall agree ways of working to support delivery of the Innovation Pipeline.

CR2: The Customer is responsible for provision of access to the Customer's Premises where required.

CR3: The Customer is responsible for provision of Customer equipment where needed for delivery of the Services.

CR4: The Customer shall work collaboratively with the Supplier as part of a blended team using agile ways of working; this will include weekly demo's.

CR5: The Customer will schedule and chair joint monthly Performance Review Meetings.

CR6: The Customer is responsible for provision of any additional responsibilities detailed within a particular Statement of Works.

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

Not Applicable

Appointment as Agent (see Call Off Clause 19.5.4)

Specific requirement and its relation to the Services

Other CCS framework agreement(s) to be used

Not Applicable

Not Applicable



SERVICE LEVELS AND SERVICE CREDITS *(see Part A of Call Off Schedule 3)*

Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples).

If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

KPI's

Service Levels shall not apply unless agreed for a specific Service commissioned by the Customer; however, the following Key Performance Indicators will apply and performance against these reviewed on a monthly basis:

Key Performance Criteria	Key Indicator	Key Performance Measure
Lead Times Where the Customer commissions specific Services, the Supplier shall provide a proposal within 7 working days	Responsiveness	99% of proposals provided within 7 working days or less, unless otherwise agreed with the Customer
Performance A measure of the quality of the Services delivered, including collaborative working and flow of innovation ideas	Quality	Measured through joint monthly performance review meetings
Reporting A measure of the overall quality of the Transparency Reports (as detailed in Section C)	Accuracy	100% of reports submitted within specified time periods and agreed by the Customer
A measure of the flow of ideas, outcomes achieved and new connections within the eco-system	Partnership	Measured through joint monthly performance review meetings

Critical Service Level Failure *(see Call Off Clause 9)*

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

Not Applicable

Service Credits

Not Applicable

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

Not Applicable

Additional Performance Monitoring Requirements

Technical Board *(see paragraph 2 of Call Off Schedule B7)*. This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

If required by the Customer populate the table below to describe the detail

Not Applicable



Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

[REDACTED]

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

Up to a maximum of £2,000,000



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	23/10/20

For and on behalf of the Customer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	23/10/20



Crown
Commercial
Service

Contract Annexes:

Annex A – Framework Standards & Compliance Requirements

Annex B – Customer Statement of Requirements

Annex C – Supplier Tender Response

Annex D – Additional Clauses:

(i) Call Off Schedule B1 Business Continuity & Disaster Recovery

(ii) Call Off Schedule E Security Requirements

(iii) Call Off Schedule F Collaboration Agreement



Annex A - Framework Standards & Compliance Requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.



Annex A Framework
Standards & Complia

Annex B – Customer Statement of Requirements



20200806 Statement
of Requirements Fina

Annex C – Supplier Tender Response

[REDACTED]



Annex D – Additional Clauses

(i) Call Off Schedule B1 Business Continuity & Disaster Recovery



Annex D(i) Call off
Schedule B1 Business

[REDACTED]

(ii) Call Off Schedule E Security Requirements



Annex D(ii) Call Off
Schedule E Security

(iii) Call Off Schedule F Collaboration Agreement

The Supplier will be required to work collaboratively with the Customer's contractors in its delivery of the Services.

Should the Customer require the Supplier to enter into a Collaboration Agreement with a named contractor, the Variation Procedure as detailed in Clause 15 (Change) of the Call-Off Terms and Call-Off Schedule 5 (Variation Form) shall apply.

Any Collaboration Agreement will be substantially in the form contained at Schedule F below.

CALL OFF SCHEDULE F: Template Collaboration Agreement



Annex D(iii) Call Off
Schedule F collabor:

In addition, the Supplier shall:

- (i) work pro-actively with each of the Customer's contractors in a spirit of trust and mutual confidence;
- (ii) cooperate with the Customer's contractors of other services to enable the efficient operation of the ICT services; and
- (iii) assist in sharing information with the Customer's contractors for the purposes of facilitating adequate provision of the Services.