**Framework Schedule 6 (Order Form Template and**

**Call-Off Schedules)**

**Order Form**

|  |  |  |
| --- | --- | --- |
| CALL-OFF REFERENCE: | | 709595450 (DInfoCom0240) |
|  |  |
| THE BUYER: |  | D Info Commercial |
| BUYER ADDRESS |  | Blenheim Building,  Army Headquarters,  Monxton Road,  Andover,  Hampshire  SP11 8HJ |
| THE SUPPLIER: |  | Capgemini UK plc |
| SUPPLIER ADDRESS: |  | ~~XXXXXXXX~~  ~~XXXXXXXX~~ |
| REGISTRATION NUMBER: | | 943935 |
| DUNS NUMBER: | | 21-198-0537 |
| SID4GOV ID: | |  |

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated

It’s issued under the Framework Contract with the reference number RM1557.13L4 for the provision of G-Cloud 13 Lot 4 services.

CALL-OFF LOT 4

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 and Interpretation) **RM1557.13L4**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* + Joint Schedules for **RM1557.13L4** o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
    - [Joint Schedule 6 (Key Subcontractors) NA o [Joint Schedule 7 (Financial Difficulties) NA o [Joint Schedule 8 (Guarantee) NA o [Joint Schedule 9 (Minimum Standards of Reliability) NA
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) o Joint Schedule 12 (Supply Chain Visibility) NA

* + Call-Off Schedules for **DInfoCom0240** o Call-Off Schedule 1 (Transparency Reports) o Call-Off Schedule 2 (Staff Transfer) o Call-Off Schedule 3 (Continuous Improvement) o [Call-Off Schedule 5 (Pricing Details) o [Call-Off Schedule 6 (ICT Services)
    - [Call-Off Schedule 7 (Key Supplier Staff)
    - [Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

NA

* + - [Call-Off Schedule 9 (Security) NA

o [Call-Off Schedule 10 (Exit Management) o [Call-Off Schedule 11 (Installation Works) NA o [Call-Off Schedule 12 (Clustering) NA

* + - [Call-Off Schedule 13 (Implementation Plan and Testing) NA o [Call-Off Schedule 14 (Service Levels)
    - [Call-Off Schedule 15 (Call-Off Contract Management) NA o [Call-Off Schedule 16 (Benchmarking) NA o [Call-Off Schedule 17 (MOD Terms) ] o [Call-Off Schedule 18 (Background Checks) NA o [Call-Off Schedule 19 (Scottish Law) NA
    - [Call-Off Schedule 20 (Call-Off Specification) ] o [Call-off Schedule 21 (Northern Ireland Law) NA
    - [Call-Off Schedule 23 (HMRC Terms) NA

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM1557.13L4** 7. The BCDR and Exit Management requirements of Call-Off Schedules 8 and 10 shall we agreed as part of the chargeable Services under each SOW.

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

1. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

1.1 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

1. Part B of Call-Off Schedule 2 shall apply.

|  |  |
| --- | --- |
| CALL-OFF START DATE: | 01 July 2024 |
| CALL-OFF EXPIRY DATE: | 30 June 2026 |
| CALL-OFF INITIAL PERIOD: | 24 months |
| CALL-OFF EXTENSION PERIOD: | 12 months |

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification). The delivery of Services within scope of the Call-Off Schedule 20 shall be agreed under Records of Work further to this Call-Off Contract, with Charges based upon the rates shown in Call-Off Schedule 5. Tasking Order Forms (TOFs) shall use the Records of Work too. The TOF template is in Annex A.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off 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 XXXXXX

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

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:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

CP&F

BUYER’S INVOICE ADDRESS:

XXXXXXXXXXX

XXXXXXXXXXXXX

XXXXXXXXXXXX

BUYER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

BUYER’S ENVIRONMENTAL POLICY

Not applicable

BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXXX

XXXXXXXXXXX

SUPPLIER’S CONTRACT MANAGER

XXXXXXXX

XXXXXXXX

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

KEY SUBCONTRACTOR(S) - NA

COMMERCIALLY SENSITIVE INFORMATION

Refer to Joint Schedule 4

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

The insurance(s) required will be:

* a minimum insurance period of 6 years following the expiration or Ending of this CallOff Contract
* professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)
* employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
* In respect of the additional insurance requirements in the Order Form and Joint Schedule 3, Capgemini's group insurance policies shall apply, and amounts are in the policy aggregate.

GUARANTEE

Not applicable

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)]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | | **For and on behalf of the Buyer:** | |
| Signature: | XXXXXXX |  | Signature: | XXXXXXXXX |
| Name: | XXX |  | Name: | XXXXXXXX |
| Role: | XXXXXXX |  | Role: | XXXXXXX |
| Date: | XXXXXX |  | Date: | XXXXXXX |

XXXXXXXXXX

**ANNEX A – TOF**

# AD-HOC TASKING ORDER FORM – PART 1 –

ORDER NUMBER:**–**

CONTRACT No:

DATE: XXXXXXX

TO:

TASK REQUIREMENT – Fill in the TOF requirement below

1. Delivery and support via the XXXXXXX Contract

2.

1. All Terms and Conditions relating to Contract XXXXXXX apply to Tasking Order Forms

1. LOCATION – TBC

1. PERIOD OF TASK – TBC

SIGNATURE … …………………………………………

NAME ……………..

APPOINTMENT … …………………………………

CONTACT NO ……………………………..….

**AD-HOC TSKING ORDER FORM – PART 2**

# ORDER NUMBER: TOF00

CONTRACT No:

FROM: ,

1. It is advised that …… shall undertake the task detailed in PART 1 of this Order Form, within the timescale indicated, for the following MAXIMUM FIRM PRICE (i.e. the total price at (d) is not subject to any variation):

1. List of roles and SFIA Level No of Days Rate Price

(as detailed in Appendix 9)

1. Travel Expenses (if applicable) No of Arisings Rate Price

£

1. Provision of Goods

1. Total MAXIMUM FIRM PRICE for the task (a+b+c)

SIGNATURE ……………… …………………………..……

NAME …………… …………………………………….

APPOINTMENT …………….………….…

TELEPHONE NO: …………………………………………..

DATE …………………………………………………………….

# AD-HOC TASKING ORDER FORM – PART 3 –

ORDER NUMBER: 00

CONTRACT No:

TO:

1. To be completed by Officer or nominated representative.

## DELETE EITHER A OR B AS APPROPRIATE

A. The MAXIMUM firm price offer to undertake Order Number 00 on Contract No ……….is commensurate with the work involved.

SIGNATURE …………………………..

NAME ………………………

APPOINTMENT ………………..

TELEPHONE NO: …………………………………………………….

DATE …………………………….

2. In addition to the above confirmation, the following is to be completed by the Authority’s Commercial Branch.

## DELETE EITHER A OR B AS APPROPRIATE

1. The MAXIMUM firm price offer to undertake Order Number 00 on Contract No XXXXXXX – DInfoCom/XX is accepted as an Ad-hoc Task.

1. The MAXIMUM firm price offer to undertake Order Number 00 on Contract No XXXXXX – DInfoCom/XX is not accepted as an Ad-hoc task.

SIGNATURE ………………………

NAME …………………….

APPOINTMENT ………………………

TELEPHONE NO ………………………..

DATE …………………………

## Annex 2 – Transferring Employees

XXXXXXXXX

XXXXXXXX