

## RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE: ATAMIS C-22553

THE BUYER: RPA through Defra

BUYER ADDRESS 2 Marsham Street

THE SUPPLIER: Capgemini UK Ltd

SUPPLIER ADDRESS: No1 Forge End, Woking, Surrey, GU 21 6DB

REGISTRATION NUMBER: 232441107

DUNS NUMBER: 211980537

SID4GOV ID:

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 18 Dec 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Livestock Information Programme's Support Packages including the Livestock Strategy, LITP Business Case and LITP PMO Support services.

### CALL-OFF LOT(S):

Lot 3 Complex and Transformation

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

**Call-Off Schedules**

- Call-Off Schedule 5 (Pricing Details) – Optional
- Call-Off Schedule 7 (Key Supplier Staff) - Optional
- Call-Off Schedule 20 (Call-Off Specification) - Optional

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. 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.

Supplier terms are not 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 start date:** 18 Dec 2023

**Call-off expiry date:** 31 Mar 2024

**Call-off initial period:** 3 Months

**Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification)

**Security**

Short form security requirements apply

**Maximum liability**

The limitation of liability for this Call-Off Contract is stated in [REDACTED] of the [REDACTED]

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

[REDACTED] - Estimated Year 1 NTE Charges of the Contract.

### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details) including provision for claiming expenses related to this contract.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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 Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### **Payment method**

Payment on Delivery – via BACS

### **Buyer's invoice address**

SSCL

### **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives apply to this Call-Off Contract.

### **Buyer's authorised representative**

[REDACTED]

Defra group Commercial (DgC) – Corporate Services/Professional Services

[REDACTED]

Defra Commercial – 1<sup>st</sup> Floor, Horizon House, Deanery Road, Bristol, BS1 5AH

### **Buyer's security policy**

Can be requested through the Buyer's Authorised representative

### **Supplier's authorised representative**

[REDACTED]

Account Lead

[REDACTED]

Capgemini, Birmingham Foundry, 6 Brindley Place, Birmingham, B1 2JB

### **Supplier's contract manager**

[REDACTED]

Senior Commercial Manager

[REDACTED]

Capgemini, No. 1 Forge End, Surrey, GU21 6DB

### **Progress report frequency**

Not applicable

## Progress meeting frequency

Not applicable

## Key staff

- Project Lead
- Livestock Strategy

- Deputy Project Lead
- Business Case Team Lead

- Deputy Business Case Team Lead
- Benefits and Evaluation Plan

- Business Case Team

- PMO Support

## Dependencies

Certain dependencies will be met by the Buyer for the duration of the Call-Off Contract. The Buyer will:

- Provide access to Key Stakeholders / 3rd Parties
- Provide necessary personnel to ensure successful completion of Deliverables and activities to be completed by Supplier, where the Supplier is working as part of blended team
- Provide access to existing documentation and information where applicable.
- Seek to rapidly mitigate and/or resolve arising issues and risks in a timely manner, to prevent potential programme slippage
- Support and actively encourage its teams to engage with the programme activities in line with the agreed timelines, including but not limited to: attending workshops, programme and workstream meetings, one-to-ones, planning meetings and reporting activities
- Meet with the Supplier for the Supplier to report to the Buyer (LITP Programme Director on a weekly basis and to the LITP SRO on a monthly basis) to review work in progress/completed, receive direction and agree prioritisation linked to budget and resource capability. This will also include raising any issues or concerns between the Supplier and the Buyer in a timely manner, giving time to address, mitigate and resolve these, as required.
- Notify the Supplier of any specific laws that apply (including its own regulatory framework, and its policies/procedures).

## Commercially sensitive information

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer's environmental and social value policy**

The Buyer to provide a copy within 4 weeks on Contract Acceptance

**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 the overarching Framework

**Formation of Call-Off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms. The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

**For and on behalf of the Supplier Signature:**

Signature

A large black rectangular box redacting the signature of the supplier.

Name:

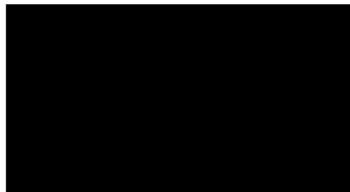
A black rectangular box redacting the name of the supplier.

Role: Vice President- Client Partner

Date: 12 Jan 2024

**For and on behalf of the Buyer:**

Signature:

A large black rectangular box redacting the signature of the buyer.

Name:

A black rectangular box redacting the name of the buyer.

Role: Defra Group Commercial – Senior Category Officer

Date: 12 Jan 2024

## Call-Off Schedule 20 (Call-Off Specification)

### Livestock Strategy

The Supplier, as part of a blended Supplier/Buyer team will:

- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]

The Supplier will also:

- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]

### Business Case

The Supplier will:

- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]

### PMO Support

The Supplier will:

- [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- [REDACTED]  
[REDACTED]  
[REDACTED]

■	
■	
■	
■	

## Call-Off Schedule 5 (Pricing Details)

Price Breakdown for this task is provided below

Deliverable	Price broken down into Days and Rates
<b>Livestock Strategy</b> The Supplier, as part of a blended Supplier/Buyer team will: <ul style="list-style-type: none"> <li>■</li> <li>■</li> <li>■</li> <li>■</li> </ul> The Supplier will also: <ul style="list-style-type: none"> <li>■</li> <li>■</li> <li>■</li> <li>■</li> </ul>	<div>■ ■</div> Grade: ■ Consultant Day Rate: ■ Days Quoted: ■
<b>Business Case</b> The Supplier will: <ul style="list-style-type: none"> <li>■</li> <li>■</li> <li>■</li> <li>■</li> </ul>	<div>■ (ex VAT)</div> Grade: ■ ■ Day Rate: ■ Days Quoted: ■ <hr/> <div>■ (ex VAT)</div>



<ul style="list-style-type: none"> <li>• [REDACTED] [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> </ul>	Grade: [REDACTED] Day Rate: [REDACTED] Days Quoted: [REDACTED] <hr/> [REDACTED] [REDACTED] Grade: [REDACTED] [REDACTED] Day Rate: [REDACTED] Days Quoted: [REDACTED] <hr/>
<b>PMO Support</b> [REDACTED] <ul style="list-style-type: none"> <li>■ [REDACTED]</li> <li>■ [REDACTED] [REDACTED] [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> <li>■ [REDACTED] [REDACTED]</li> </ul>	[REDACTED] (ex VAT) Grade: [REDACTED] [REDACTED] Day Rate: [REDACTED] Days Quoted: [REDACTED]
<b>Travel and Subsistence</b> Where travel and subsistence is needed to deliver the work as per Schedule 20 of this Contract, these will be claimed in accordance with the Framework	As Required; Estimated at [REDACTED] for the duration of the CoC
Total Value:	[REDACTED]

## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
  - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.