

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

Crown Copyright 2020

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference: 14456

Call-Off Title: ForgeRock DevOps Support

Call-Off Contract Description: DWP requires a team of Dev Ops specialists to join an established DevOps capability for the Department's Identity and Trust Digital team to work as part of an agile team running 2 week sprints and supporting development projects as well as the live production services.

The Buyer: Department for Work and Pensions Buyer Address: 2 St Peter's Square, Manchester, M2 3AA The Supplier: Tata Consultancy Services Supplier Address: 18 Grosvenor Place, London, SW1X 7HS 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 5 July 2021.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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 1 – Digital Outcomes

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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data) RM1043.7

- Call-Off Schedules for RM1043.7
 - 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 and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 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 Start Date: 05/07/2021 Call-Off Expiry Date: 04/07/2023

Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: None

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £1,056,000.00 (£880,000 exc. VAT)

Call-Off Deliverables

A team of Dev Ops specialists to join an established DevOps capability for the Department's Identity and Trust Digital team to work as part of an agile team running 2 week sprints and supporting development projects as well as the live production services.

The deliverables are to develop and support DWP's Identity Access Management solutions which are predominately based on the ForgeRock IAM platform. The supplier is required to provide 4 Dev Ops resources to work alongside the existing DWP Dev Ops team to develop the live service and also develop future versions of the platform in an iterative way.

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 referred to in Framework Schedule 1 (Specification).

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 Estimated Year 1 Charges used to calculate liability in the first Contract Year is £440,000.

Call-Off Charges

Fixed Price

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

None

Payment Method

BACS

Invoice Details

The Supplier will issue electronic invoices monthly in arrears. The Buyer aims to pay within 10 days and commits to pay the Supplier within 30 days of receipt of a valid invoice that is not disputed.

Invoice information required – for example purchase order, project reference:

All invoices must include Supplier's details, purchase order number, Project Reference Number, a brief line description of charges which should match the PO description, and a date that the charges presented cover. They should also have a quantity and unit price. Invoices to be raised upon completion of services delivered.

Invoice frequency:

Monthly in arrears over the contract term – charging to be fixed price, flat structure i.e. 1/24th of the total contract price each month

Buyer's Invoice Address

Electronic Invoices (attached to E-Mails) should be sent to:

APinvoices-DWP-U@gov.sscl.com

Paper invoices should be sent to; SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport NP10 8FZ

A copy should also be emailed to [Redacted]

The supplier must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue and elnvoicing. The supplier must be prepared to work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service suppliers and systems.

Buyer's Authorised Representative

[Redacted]

Buyer's Security Policy



Protection on Information

- E1.9 The Contractor and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. The provisions set out in this paragraph E1.9 shall apply to Landed Resources.
- E1.10 Where the Authority has given its prior written consent to the Contractor to access, process, host or transfer Authority Data from premises outside the United Kingdom (in accordance with clause E1.9 of the Contract):
 - a) the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;
 - b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

Supplier's Authorised Representative

[Redacted]

Supplier's Contract Manager

[Redacted]

Progress Report Frequency

Not required

Progress Meeting Frequency

Service meeting to be held between parties every 6 months - dates to be agreed

Commercially Sensitive Information

N/A

Additional Insurances

N/A

Guarantee

N/A

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

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Signature: [Redacted] Name: [Redacted] Role: [Redacted] Date: 05/07/2021 **For and on behalf of the Buyer:** Signature: [Redacted] Name: [Redacted] Role: [Redacted] Date: 05/07/2021

Appendix 1

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 05/07/2021

SOW Title:

Provision of DevOps capabilities with additional specialist skills with ForgeRock IAM

SOW Reference: N/A

Call-Off Contract Reference: project_24189

Buyer:

Department for Work and Pensions (DWP)

Supplier:

Tata Consultancy Services Ltd (TCS)

SOW Start Date: 05/07/2021

SOW End Date: 04/07/2023

Duration of SOW: 2 years

Key Personnel (Buyer): [Redacted]

Key Personnel (Supplier): [Redacted]

Subcontractors: N/A

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: To provide specialist expertise to join an established DevOps capability for the department's Identity and Trust Digital team. Working as part of an agile team running two week sprints and supporting development projects as well as the live production services.

Delivery phase(s): This support is required across all project phases and in addition to provide input into the support for live operational services

Overview of Requirements:

- The maintenance and support of a full CI \ CD pipeline to enable the development, testing and Deployment of all Identity and Trust digital assets.
- To work in line with the department's 'Site Reliability Engineering' (SRE) practices, to work with both ID&T (Development Squads, QA, Architecture, Service Management) teams and the wider departmental Technical Services teams.
- To deploy the following ID&T products through the aforementioned pipeline to production environments: "Confirm your Identity", "Authenticate", "ForgeRock Identity Access Management", "Core Biometrics'
- To maintain appropriate documentation and to provide knowledge transfer as directed by the buyer

3 **Buyer Requirements – SOW Deliverables**

- Establishment and operational running of an AWS development and testing account, used by the various Product Development teams during active product development.
- Maintain within this account, various VPC's to support the access and management to the environment and separate VPC's for the individual products under development.
- Working with the wider DevOps and Software Engineering capabilities within the squads, recommend and deploying appropriate CD tooling, working within the standards set by the Buyer but also brining expert knowledge and best proactive recommendations to the attention of the wider team.
- As directed by the Buyer, work directly within the various Agile Product Development teams to support their ongoing DevOps requirements
- Build automated build scripts to meet the expectations for a 100% 'infrastructure as code' environment.
- Specifically support the development of DevOps practices and procedure around the deployment of the ForgeRock IAM solution
- Recommend optimisation approaches, including, but not limited to, cost optimisations (e.g. schedule the daily start-up/shutdown of environments)
- Manage environment security including developer access and as a team own the relevant starter and leaver process for the environment.
- Work with other teams to support environment integration to both 'on premise' resources and to other public cloud environments (Azure).
- Work with the 'production' SRE teams to ensure compliance with agreed policies. Help to shape and refine emerging standards in this area by actively contributing to the wider organisational DevOps community.

Outcome Description:

Ongoing assessment of capability in line with departmental expectations – all resources must be able to work effectively as part of a blended DWP \ supplier team and be able to work with other teams across Identity and Trust and the wider department, specifically there will be a requirement to work with our Site Reliability Engineering (SRE) teams. The resources must be able to work in a collaborative and transparent way and be able to learn from their experiences.

Delivery Plan: n/a – this is ongoing work

Dependencies: n/a

Supplier Resource Plan: The supplier is required to provide 4 Dev Ops resources

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

Key	Su	pplier	Staff:
-----	----	--------	--------

Key Role	Key Staff	Contact Details	Employment / Engagement Route (incl. inside/outside IR35)
DevOps Engineer	[Redacted]	[Redacted]	Inside IR35
DevOps Engineer	[Redacted]	[Redacted]	Inside IR35
DevOps Engineer	[Redacted]	[Redacted]	Inside IR35
DevOps Engineer	[Redacted]	[Redacted]	Inside IR35

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

• Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is \pounds 1,056,000 inc. VAT.

5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name: [Redacted] Title: [Redacted] Date: 05/07/2021 Signature: [Redacted] **For and on behalf of the Buyer** Name: [Redacted] Title: [Redacted] Date: 05/07/2021 Signature: [Redacted]

Annex 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details	
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor	
	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:	
	 The supplier resources will be issued with DWP equipment and will only access DWP systems with that equipment over the DWP network \ VPN. DWP security controls will prevent any citizen personal data (or any data for that matter) from leaving the DWP estate 	