

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

### Order Form

CALL-OFF REFERENCE:	SR1947492365
THE BUYER:	HM Revenue and Customs (HMRC)
BUYER ADDRESS	100 Parliament Street, London, SW1A 2BQ
THE SUPPLIER:	Baringa Partners LLP
SUPPLIER ADDRESS:	62 Buckingham Gate, London, SW1E 6AJ
REGISTRATION NUMBER:	OC303471
DUNS NUMBER:	73-329-1509

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 26 July 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of CCG (Customer Compliance Group) Target Operating Model Service Contract.

### CALL-OFF LOT(S):

Lot 3: Complex & 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 can not 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 9 (Security) - Optional
- Call-Off Schedule 20 (Call-Off Specification) - Optional
- Call-Off Schedule 23 (HMRC Terms) - 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 special terms**

The following Special Terms are incorporated into this Call-Off Contract: None

**Call-off start date:** 22 July 2024

**Call-off expiry date:** 21 July 2026

**Call-off initial period:** 2 years with a 1 year break clause

**Call-off deliverables:**

See details in Call-Off Schedule 20 (Call-Off Specification) noting that the Parties will agree the scope of services in a written Statement of Work.

In respect of the first Statement of Work entered into under this Call Off Contract, the Supplier will work on a Time and Materials basis under the management and direction of the Buyer and accordingly any milestone dates set out in the Statement of Work will not be in the Supplier's control and will not be subject to acceptance. The Parties agree that future Statements of Work will be Fixed Price with deliverables, milestones and appropriate Acceptance Criteria to be mutually agreed and set out in the applicable Statement of Work.

Unless a Statement of Work sets out specific Acceptance Criteria in respect of Deliverables, Deliverables will be deemed to be accepted when the Buyer (acting reasonably) confirms that the Deliverables have been provided in accordance with their descriptions in a Statement of Work.

### Security

Short form security requirements apply.

### 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 are:

[REDACTED]

In the Call Off Contract, “wilful misconduct” means conduct by a party who knows that it is committing, and intends to commit a contractual breach of the Call Off Contract and takes such actions to deliberately and maliciously commit such breach with the intention of causing harm but does not include any act or failure to act insofar as it (i) constitutes mere ordinary negligence; or (ii) was done or omitted in accordance with the express instructions or approval of the other party.

Where a material Default can be remedied then the Buyer shall not terminate the Call Off Contract before giving the Supplier written notice to remedy and the Supplier having failed to remedy within 15 Working Days of such notice.

Draft Deliverables are not intended to be relied upon and any reliance shall be at Buyer’s own risk and without liability to Supplier. Supplier accepts no liability for errors in Services and Deliverables provided in reliance upon (i) Client’s own provided materials and data or (ii) data from public sources. Supplier shall not be precluded from re-using the methodologies, know-how and skills acquired in the provision of Services.

### Call-off charges

Role	Day rate (£)
Partner	[REDACTED]
Managing Consultancy / Director	
Principal Consultant / Associate Director	
Senior Consultant / Engagement Manager / Project Lead	
Consultant	
Analyst / Junior Consultant	

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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**

HMRC operates with the SAP Ariba Buying and Invoicing platform internally badged as myBUY, therefore the Supplier will be obliged to receive Purchase Orders from and transact invoices back to HMRC over the Ariba network.

### **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives do not apply to this Call-Off Contract.

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

[Redacted]

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

The Supplier shall comply with the Security Management Plan within Annex A of Call Off Schedule 9 (Security).

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

[Redacted]

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

[Redacted]

### **Progress report frequency**

First Working Day of each month

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**Progress meeting frequency**

First Working Day of each month

**Key staff**

Key staff specific to delivery of the supplier proposal are detailed in Schedule 4 (Call off Tender). This is subject to change, where agreed between the parties.

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

See details in Joint Schedule 4 Commercially Sensitive Information

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

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

HMRC Sustainable Procurement Strategy available online at:  
(publishing.service.gov.uk)

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/310632/HMRC Sustainable Procurement Strategy.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf)

HMRC complies with the requirements outlined in the Social Value Model, introduced under PPN 06/20

**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)]

**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

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Contract.

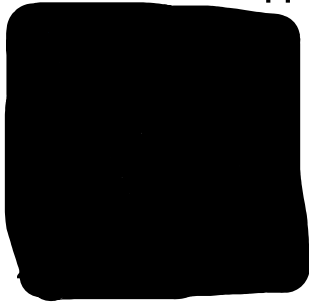
**For and on behalf of the Supplier:**

Signature:

Name:

Role:

Date:



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

Signature:

Name:

Role:

Date:

