

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

Order Form

CALL-OFF REFERENCE:	SR1858458832 Architecture Strategy and Design (AS&D) - Customer Engagement
THE BUYER:	The Commissioners for His Majesty's Revenue and Customs (HMRC)
BUYER ADDRESS	HM Revenue & Customs, 100 Parliament Street, London, SW1A 2BQ
THE SUPPLIER:	CGI IT UK LTD
SUPPLIER ADDRESS:	20 Fenchurch Steet, 14 th Floor, London, United Kingdom, EC3M 3BY
REGISTRATION NUMBER:	00947968
DUNS NUMBER:	21-109-8520

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01 October 2024.

It's issued under the Framework Contract with the reference number RM6335 for the provision of Digital and Legacy Application Services.

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).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

Lot 1: Customer Engagement Platforms

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 including for the avoidance of doubt Call-Off Schedule 23 (HMRC Mandatory Terms) under Special Term 1.
2. Joint Schedule 1(Definitions and Interpretation) RM6335
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6335
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for SR1858458832 Architecture Strategy and Design – Customer Engagement
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)

- Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility)
- 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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

1. Special Term 1 – the provisions set out in Call-Off Schedule 23 (HMRC Mandatory Terms) shall apply where HMRC is the named Buyer for this Call-Off Contract.
2. Special Term 2 – the Buyer reserves the right to invoke the use of Joint Schedule 8 – Guarantee for PSC, subject to company financial due diligence.
3. Special Term 3 – the Buyer reserves the right to invoke the use of Joint Schedule 7 – Financial Difficulties, subject to company financial due diligence.
4. Special Term 4 – The Buyer has included greater detail of how the Indexation process will operate.

CALL-OFF START DATE: 01 October 2024

CALL-OFF EXPIRY DATE: 30 September 2028

CALL-OFF INITIAL PERIOD: Four (4) Years

CALL-OFF ANTICIPATED VALUE: Zero-committed value contract.
Maximum £47,500,000 over Contract Term.

CALL-OFF DELIVERABLES

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

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 **£11,000,000**

CALL-OFF CHARGES

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

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, and signed by the Buyer and Supplier, in accordance with the Variation Procedure, and only due to:

- Indexation, in line with the details set out in Call-off Schedule 5
- Specific Change in Law in accordance with Clause 24 of the Core Terms
- A Benchmarking Review in accordance with Call-Off Schedule 16 (Benchmarking)
- A change at the Buyer's request to the scope, nature, volume or execution of the Deliverables and/or to the Specification.

REIMBURSABLE EXPENSES

See details in Call-Off Schedule 23 (HMRC Mandatory Schedule).

PAYMENT METHOD

The Buyer 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 the Buyer over the SAP Ariba network.

BUYER'S INVOICE ADDRESS:

HM Revenue & Customs,
100 Parliament Street,
London,
SW1A 2BQ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S CONTRACT MANAGER

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9, Call-Off Schedule 20 and Call-Off Schedule 23.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly, on the first Working Day of each calendar month, or to suit the Buyer's requirements.

PROGRESS MEETING FREQUENCY

Monthly, on the first Working Day of each calendar month, or to suit the Buyer's requirements.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

not applicable

COMMERCIALLY SENSITIVE INFORMATION

Refer to Joint Schedule 4

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: **10% of Charges invoiced in the Service Period.**

The Service Period is: an individual Statement of Work unless stated otherwise

A Critical Service Level Failure is: if the Service Credit deductions are calculated as being equal to or greater than 10% of Charges as an average over a three (3) month period, notwithstanding the Service Credit Cap.

ADDITIONAL INSURANCES

Not applicable.

FINANCIAL DIFFICULTIES & GUARANTEE

At Call-Off Start Date, no Guarantee is required.

HMRC reserves the right to use this schedule if the any financial concerns are identified during the evaluation process with the winning bidder. In these circumstances, the Supplier may be required have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 7 (Financial Difficulties) and/or Joint Schedule 8 (Guarantee)

SOCIAL VALUE COMMITMENT

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

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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).

INDEXATION

Details have been included in Call-off Schedule 5.

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:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Appendix 1

[Insert The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

[Insert Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

Annex 1 (Template Statement of Work)

Upon execution, the 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 Contract.

The details set out within the 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.



HMRC DALAS SOW
Template v2.2.docx