

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

Order Form

CALL-OFF REFERENCE:	SR2283689720
CALL-OFF TITLE	ETMP Regeneration External Assurance and Guidance
CALL-OFF CONTRACT DESCRIPTION:	ETMP Regeneration External Assurance and Guidance
THE BUYER:	HMRC (The Commissioners for His Majesty's Revenue and Customs)
BUYER ADDRESS:	HM Revenue & Customs, 100 Parliament Street, London, SW1A 2BQ
THE SUPPLIER:	Resulting Limited
SUPPLIER ADDRESS:	2 Winmarleigh Street, Warrington, WA1 1NB
REGISTRATION NUMBER:	05209786
DUNS NUMBER:	739585946

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **17th July 2025**.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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 as set out in call off schedule 20 (Specification)).

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 2: Digital Specialists

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 Schedule) under **Special Term 1**
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms listed below
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
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- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - 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 14A (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) RM6263

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:

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.

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.

Special Term 3. - The Buyer reserves the right to invoke the use of Joint Schedule 7 – Financial Difficulties, subject to company financial due diligence.

CALL-OFF START DATE:	Date 17th July 2025
CALL-OFF EXPIRY DATE:	Date 16th July 2026
CALL-OFF INITIAL PERIOD:	12 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	No extensions
MINIMUM NOTICE PERIOD FOR EXTENSION.	N/A
CALL-OFF CONTRACT VALUE:	20% committed value contract, maximum total contract Value is £400,000 (net) over the contract term.

CALL-OFF DELIVERABLES:

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

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 set out in FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus 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 CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£400,000** Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

(1) Fixed Price;

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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.

The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

BUYER'S INVOICE ADDRESS:

REDATED TEXT under FOIA Section 40 Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

REDATED TEXT under FOIA Section 40 Personal Information

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

REDATED TEXT under FOIA Section 40 Personal Information

SUPPLIER'S CONTRACT MANAGER

REDATED TEXT under FOIA Section 40 Personal Information

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

NA

KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

See joint Schedule 4 Commercially Sensitive Information

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14A(Service Levels).

The Service Period is: An individual Statement of Work

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

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

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the socialvalue 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 provisionsdetailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

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

Appendix 1

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