

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

Order Form

CALL-OFF REFERENCE:	TePAS00647 / SR1325895958 Alvaria Workforce Management
THE BUYER:	The Commissioners for HM Revenue and Customs
BUYER ADDRESS:	100 Parliament Street, London, SW1 2BQ
THE SUPPLIER:	CDW Ltd
SUPPLIER ADDRESS:	One New Change, London, EC4M 9AF Change, London, EC4M 9AF
REGISTRATION NUMBER:	02465350
DUNS NUMBER:	504971930
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

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

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

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 and Interpretation) RM6068
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)

- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for SR1325895958
 - Call-Off Schedule 5 (Pricing Details)]
 - Call-Off Schedule 6 (ICT Services)]
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
 - Call-Off Schedule 9 (Security) Part A
 - Call-Off Schedule 10 (Exit Management) Part [A/B]
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
- 4 CCS Core Terms (version 3.0.6) as amended by the Framework Award Form
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 Not Used
- 7 Annexes A to E Call-Off Schedule 6 (ICT Services)

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. HMRC Mandatory Terms set out in Schedule 24.

Special Term 2: The Buyer is required to provide 120 days' notice by 1st of February of each year if they seek not to renew. An upfront PO for combined annual fee is required by 1st April each year to cover next annual subscription period:

CALL-OFF START DATE: 1st June 2023

CALL-OFF EXPIRY DATE: 31st May 2024

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION

PERIOD This Call-off Contract can be extended by the Buyer for 2 periods of 12 months each

CALL-OFF DELIVERABLES

Option A:

Product Description	Volume
Alvaria cloud workforce universal interface named employee (x25,000)	25000
Alvaria cloud workforce named user (x25,000)	25000
Alvaria cloud workforce interface other custom named employee	1
Alvaria cloud workforce lab subscription (x20) 20 410.75 8,215.00 AES/online training subscription	20
Alvaria cloud education subscription for WEM	1
Connector/middleware applications - standard - PS apps maintenance	1

LOCATION FOR DELIVERY

[REDACTED]

DATES FOR DELIVERY OF THE DELIVERABLES

Option A: 1st June 2023

Option B: See details in Call-Off Schedule 13 (Implementation Plan & Testing)]

Note: Option B may be required if the Buyer moves to Alvaria's Cloud service at which point the details will be agreed between the Buyer, Supplier and Alvaria.

TESTING OF DELIVERABLES

Option A: None

Option B: None

Option C: See details in Call-Off Schedule 13 (Implementation Plan & Testing)

Note: Option C may be required if the Buyer moves to Alvaria's Cloud service at which point the details will be agreed between the Buyer, Supplier and Alvaria.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 120 days.

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 £1.2million.

CALL-OFF CHARGES

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The payment method for this Call-Off Contract is via the Buyers HMRC Ariba myBUY.

The Buyer is now operating SAP Ariba Buying and Invoicing platform (internally badged as myBUY). All suppliers are obligated to receive Purchase Orders from and transact Invoices back to the Buyer over the Ariba Network. Successful suppliers will be required to register with Buyer on the Ariba Network with an Enterprise Account.

The Supplier shall not raise an invoice without having procured a purchase order number generated with Buyer's e-Portal trading system (myBUY) in accordance of this Call-Off contract and that discrete purchase order numbers shall be used in respect of each Service and each Order.

The Supplier shall ensure that each invoice contains the following information:

1. the date of the invoice;
2. a unique invoice number;
3. the Service Period or other period(s) to which the relevant Charge(s) relate;
4. the correct reference for this Agreement;
5. the reference number of the purchase order to which it relates;
6. the dates between which the Services that are the subject of each of the Charges detailed on the invoice were performed;
7. a description of the Services; DocuSign Envelope ID: 8CA43327-C177-4A59-9888-590A94A9F01E 9 OFFICIAL
8. the pricing mechanism used to calculate the Charges (such as Guaranteed Maximum Price with Target Cost, Fixed Price, Time and Materials etc.);
9. any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;

10. the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Authority under the terms of this Agreement, and, separately, any VAT or other sales tax payable in respect of each of the same.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to Payments.team@hmrc.gsi.gov.uk Invoices will be processed within the Ariba Network.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Environmental policy can be found in the 'HMRC Sustainable Procurement Strategy' which is on our public facing 'Procurement at HMRC' Gov.uk page under the heading "Sustainable Procurement at HMRC" – see links below:

<https://www.gov.uk/government/organisations/hm-revenue-customs/about/procurement>
[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)

BUYER'S SECURITY POLICY

HMRC will provide risk-based, proportionate protection for its people and assets while remaining compliant with relevant legislation.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Not required

PROGRESS MEETING FREQUENCY

Not required

KEY STAFF

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

[REDACTED]

[REDACTED]