



Crown  
Commercial  
Service

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**Call Off Order Form for Management Consultancy  
Services**

**Provision of Change Management Services to Support  
the Technology Sourcing Programme**

**To**

**Her Majesties Revenue & Customs**

**From**

**North Highland UK Limited**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services dated 04 September 2018.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award
From	HM Revenue & Customs (HMRC) ("CUSTOMER")
To	North Highland UK Limited ("SUPPLIER")
Date	13 November 2020 ("DATE")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 13 November 2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>31 March 2023</b>  End date of Extension Period: <b>30 September 2023 / 6 months</b>  Minimum written notice to Supplier in respect of extension: <b>60 days</b>

**2. SERVICES**

<b>2.1</b>	<b>Services required:</b>  <b>2.1.1 Technology Sourcing Programme Background</b>  The Technology Sourcing Programme (TSP) consists of expertise from HMRC's Chief Digital and Information Office (CDIO), Commercial, Legal, HR and Finance. It is an essential component of CDIO's strategic goal to modernise and transform the enterprise IT estate and the services delivered.
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TSP will deliver new contracts by the end of June 2022 for all expiring contracts and support for wider technical areas in need of urgent interventions.

To achieve this, the Supplier will provide Complex and Transformational consultancy services for Change Management, and associated Services to support the overall TSP. The Change Management and associated Services to support TSP provided will ensure the timely and the successful execution and delivery of key programme deliverable in accordance with the TSP Programme Plan.

### **2.1.2 The Services**

A key element of the Technology Sourcing Programme is the implementation of a revised supply chain model, introducing new ways of working, processes and tools. The Supplier will bring TSP the expertise to ensure the effective management of change throughout the Programme.

The Services consist of (a) general requirements, (b) specific outputs, and (c) people-related requirements.

(a) The **General Requirements** are the ability to:

- Successfully embed change across the entire supply chain organisation including the successful adoption of processes, tools and ways of working;
- Demonstrate change in culture and adoption of new ways of working;
- Provide a clear understanding across the organisation of vision and core purpose;
- Provide clear accountabilities documented and understood across CDIO;
- Define current capability and provide an uplift skills matrix with implementation plan; and
- Enable CDIO to transform in line with the “Great Place to Work” activity led by the Chief People Office.

(b) The type of **Specific Output Requirements** include, but are not limited to, the following:

- The provision of a Change Impact Analysis across the Supply Chain Model;
- The delivery of well-articulated Change Management plans against the Programme Change Management Strategy;
- The implementation and monitoring of appropriate Governance and Controls to ensure they are working effectively;
- The implementation and use of clearly articulated performance measures to demonstrate uplift in capability;
- The implementation of agreed Tooling approach across HMRC and Suppliers; and
- The implementation of agreed Process Architecture across HMRC and Suppliers.

(c) The **People Related Requirements** are to have experience of:

- Upskilling and enabling organisations to lead on Change Management activity;
- Operating across all seniority levels in an organisation;
- Leading a large complex change within the IT Function of an organisation; and
- Leading an organisation on its journey towards adoption of enterprise wide processes, tools and standards.

The principles associated with how the Services will be provided, and the outcomes to be supported by the Supplier are set out in the Supplier's response to the Customers Request for Proposal (RFP), as detailed in Appendix B

### **2.1.3 Statement of Works (SoWs)**

For Statement of Work packages required under the auspices of this Call-Off Contract, the following process will be used:

- 1) HMRC will make a request in writing to the Supplier to provide a proposal in a SoW format. The request will include a specification of requirements detailing the work needed, the outcomes required, and the date the Supplier's SoW proposal is required by.
- 2) The Supplier will provide the SoW proposal to HMRC, which will include a project plan of the milestones needed to deliver the outcomes.
- 3) Upon receipt, HMRC will review the SoW proposal and reserves the right to request any changes to the SoW proposal as may be required to ensure the required outcomes will be delivered to HMRC's satisfaction.
- 4) Once the final SoW proposal is agreed by both parties, HMRC will attach/include the SoW proposal as part of the Call-Off Contract documentation, using the formal Call Off Variation Form, (Schedule 12 of the Call Off terms) where appropriate.

### **2.1.4 Location**

Current working practices dictate that work will be undertaken remotely. The expectation is that Suppliers will be required to have senior people available for meetings with HMRC TSP programme leadership, based in London. The Supplier will be required to work with CDIO technical teams across the country, and with commercial teams based in Salford and Telford.

The nature of the work required, and HMRC's security requirements mean that the majority of the work will be delivered from HMRC premises, with some work able to be completed at the Supplier's premises.

The primary locations for delivery of the Services will be HMRC offices at:

- 100 Parliament Street, London SW1 2BQ
- 10 South Colonnade, London E14 4PU
- Abbey House, Whitechapel Way, Telford TF2 9RG
- Plaza 1 & Plaza 2, Ironmasters Way, Telford, TF3 4NT
- Ralli Quays, 3 Stanley Street, Salford M60 9LA



	<p><u>Scoring mechanism:</u></p> <p>Four criteria, as today, each with equal 25% weighting</p> <ol style="list-style-type: none"> <li>1. Quality of materials</li> <li>2. Working style and engagement</li> <li>3. HMRC capability building</li> <li>4. Cost</li> </ol> <p>Each participant to rate each criterion using the existing scale of 1-5, to develop a weighted average score for each participant. Participant's scores to be averaged to provide one overall average score to 2 decimal places.</p> <p><u>Scale to be used:</u></p> <ol style="list-style-type: none"> <li>1. = Poor;</li> <li>2. = Below expectations;</li> <li>3. = Mostly meeting expectations;</li> <li>4. = Matching expectations;</li> <li>5. = Above expectations</li> </ol> <p><u>Consequences of score:</u></p> <p>The overall average score below 4 will inform decisions of where the service needs improvement.</p>
<p><b>4.5</b></p>	<p><b>Period for providing Rectification Plan:</b></p> <p>Applicable period for providing Rectification Plan is 10 working days and can be viewed in Clause 39.2.1(a) of the Call Off Terms for RM6008 which can be accessed via the CCS website.</p>

**5. PERSONNEL**

<p><b>5.1</b></p>	<p><b>Key Personnel:</b></p> <p><u>Customer</u></p> <p>██████████ TSP Change Operational Lead</p> <p>██████████ TSP Programme Director &amp; Escalations</p> <p>██████████ Commercial Contract Management Lead</p> <p><u>Supplier</u></p> <p>██████████ Change Discovery Lead</p> <p>██████████ Managing Director &amp; Escalations</p> <p>██████████ Client Lead &amp; Quality Assurance</p>
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	Key Personnel specific to the Statement of Work are identified in Appendix A.
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Refer to Clause 28.2 of the Call Off Terms for RM6008 which can be accessed via the CCS website.

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Charging format and frequency will be agreed within each Statement of Work (SOW), and will be based upon the rates provided in the Supplier's response to the Customers Request for Proposal (RFP), as detailed in Appendix C, Call Off Contract Charges. The fixed value for the duration of this Call Off Contract shall not exceed £5m. The agreed value for the initial Statement of Works package is [REDACTED]. Further details can be found at Part 2, Appendix A 'Suppliers Response'. Additional Statement of Works may be agreed between the parties as the work progresses, and will follow the process set out in 2.1.3, Statement of Works, above.
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): The Supplier shall invoice the Customer monthly in arrears as set out in the mechanics included in 6.1 above. The payment method for this Call-Off Contract is by BACS transfer through the HMRC Ariba network. The Supplier will issue an electronic invoice. The Customer will pay the Supplier within 30 days of receipt of a valid invoice. The payment terms/profile for any services commissioned as part of this Call Off Order Form will be for payments to be made upon: <ul style="list-style-type: none"> <li>the completion by the Supplier of the milestone deliverables/outcomes stated in the Statement of Works; and</li> <li>acceptance by the Customer that the deliverables/outcomes have been completed to the Customer's satisfaction.</li> </ul>
<b>6.3</b>	<b>Reimbursable Expenses:</b> Reimbursable Expenses are not permitted within the M25 Greater London area unless expressly permitted by the HMRC Work Manager. Reimbursable Expenses incurred for activity outside of the M25 Greater London area will be permitted with the prior agreement of the HMRC Work Manager, in accordance with HMRC's T&S Policy provided at Appendix D.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices will be sent to the Buyer's electronic transaction system.
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Rate card pricing should be valid for a minimum of 6 months and will be the maximum to be charged. Amendments to rates will be in line with the framework mechanism.

<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: 1 October of each Call Off Contract Year during the Call off Contract Period.
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Via agreement in writing between the parties

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> Individual Statements of Works, which will be agreed between the parties as per the process set out in 2.1.3, Statement of Works, will contain Contract Call Off Charges in relation to each specific package of work agreed.
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); Applicable Supplier's total aggregated liability are available in Clause 37.2.1 of the Call Off Terms for RM6008 which can be accessed via the CCS website.
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applicable Insurance terms are available in Clause 38.3 of the Call Off Terms for RM6008 which can be accessed via the CCS website.

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): The Customer may terminate this Call Off Order Form in accordance with Clause 42.2.1(c) of the Call Off Terms which can be accessed via the CCS website, by issuing a termination notice of 10 Working Days.
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In accordance with clause 42.7 of the Call off Terms for RM6008 which can be accessed via the CCS website.
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms for RM6008 which can be accessed via the CCS website.
<b>8.4</b>	<b>Exit Management:</b> Under the terms of the Contract, the Supplier must commit to co-operating with the customer to ensure efficient Exit Management as Statement of Works packages are completed.  The Supplier must ensure that knowledge transfer to the Customer's team is a fundamental part of the Exit Management process.

	<p>Four weeks prior to the planned end date of the completion of the work, at the Customer's request, the Supplier must provide an Exit Management Plan.</p> <p>The Exit Management Plan must describe:</p> <ul style="list-style-type: none"> <li>• what further activities are needed by the Customer to continue to deliver the Programme effectively;</li> <li>• how any knowledge retained by the Supplier's team needed to complete such activities efficiently will be transferred to the Customer team (on the understanding that the Customer's team may include contractors and third parties) and</li> <li>• the content format and location for any formal knowledge transfer sessions where required.</li> </ul>
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**9. SUPPLIER INFORMATION**

<b>9.1</b>	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p>The Customer will also provide any equipment needed, such as personal computer (Microsoft Surface Pro), to any member of the Supplier's team as required for the duration period agreed in any Work Package.</p> <p>Upon completion of the Work Package the Supplier must ensure that all the Supplier's team members return any equipment provided by the Customer in full working order. Where any such equipment is not returned then the Supplier will be responsible for any replacement costs.</p>
<b>9.2</b>	<p><b>Commercially Sensitive Information:</b></p> <p>Any information relating to the following provided by the Supplier will be considered to be commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"):</p> <ul style="list-style-type: none"> <li>• Personal information (CV's, contact details etc.)</li> <li>• Pricing, including details of our cost base or insurance arrangements</li> <li>• Proprietary information</li> <li>• Approach and/or methodologies</li> </ul> <p>The Government's Transparency Agenda may require the publication of Government contracts. In accordance with guidance issued by GPS and the Code of Practice for FOIA, the Customer will consult the Supplier regarding the redaction (as envisaged in the GPS guidance and Code of Practice) of certain parts of the contract, including those areas identified above, for this work.</p>

**10. OTHER CALL OFF REQUIREMENTS**

<b>10.1</b>	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital B: Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of further competition</p> <p>Recital C: Statement of Requirements issued 31 July 2020</p> <p>Recital D: Call Off Tender received 22 August 2020</p> <p>Recital E: Customer selected the Supplier 16 October 2020</p>
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<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> The 'Short Form - Paragraphs 1-5' Call Off Schedule 7: Security contained in the Call Off terms for RM6008 which can be accessed via the CCS website will apply. Within government these controls are described in the Security Management Plan as provided as Appendix E at the end of this Order Form In the delivery of the Services referred to in 2.1.2 above, the Supplier must ensure that the standards, best practice guidelines and approaches that are required to protect UK government assets contained in the <a href="#">Security Policy Framework</a> are adhered to. All personnel associated with the delivery of The Services must, at a minimum, be cleared in accordance with the Baseline Personnel Security Standard. If a higher level of security clearance is required, this will be specified in the individual Statement of Works.
<b>10.4</b>	<b>ICT Policy:</b> The Supplier's team must ensure that when they are using equipment provided by the Customer they must comply with the Customer's ICT/Security policies. When the Supplier's team members are accessing the Customer's systems using the Customer's equipment the ICT/Security policies can be located at the following URL: <a href="https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework#information-security">https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework#information-security</a> The Supplier must ensure that all team members are made aware of the need to comply with ICT/Security policies and that team members are directed to where the security policies are located.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied  <b>Disaster Period:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</b> It is not envisaged that this contract will involve the processing of Customer Data but should this arise then Clause 35.2.3 of the Call Off terms for RM6008 which can be accessed via the CCS website will apply.
<b>10.9</b>	<b>Notices (Clause 56.6 of the Call Off Terms):</b> Customer's postal address and email address: HMRC Commercial Directorate 5 <sup>th</sup> Floor, West Ralli Quays 3 Stanley Street

	<p>Salford M60 9LA</p> <p>████████████████████</p> <p>Supplier's postal address and email address:</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>████████████████████</p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <p>Not applied.</p>
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>HMRC Mandatory Clauses will apply as provided in Appendix F</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>Call Off Tender response:</p> <ul style="list-style-type: none"> <li>- Invitation to Tender / Request for Proposal (RFP)</li> <li>- North Highland's Change Management Proposal</li> <li>- North Highland's Change Management Cost Model</li> </ul> <p>All documents referred to above are embedded at the end of this contract, in Appendix B and C.</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>As per Clause 36.3.2 of the Call Off terms for RM6008 which can be accessed via the CCS website.</p>
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Call Off terms for RM6008 which can be accessed via the CCS website, Schedule 10, Staff Transfer Parts A and B Not Applied.</p>
<b>10.15</b>	<p><b>Processing Data</b></p> <p>Not applicable</p>
<b>10.16</b>	<p><b>MOD DEFCONs and DEFFORM</b></p> <p>Call Off Schedule 15</p> <p>Not Applied</p>

**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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 Contract.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

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

Name and Title	██████████ – Managing Director
Signature	
Date	

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

Name and Title	██████████ – Sourcing Lead
Signature	
Date	



[Redacted text]

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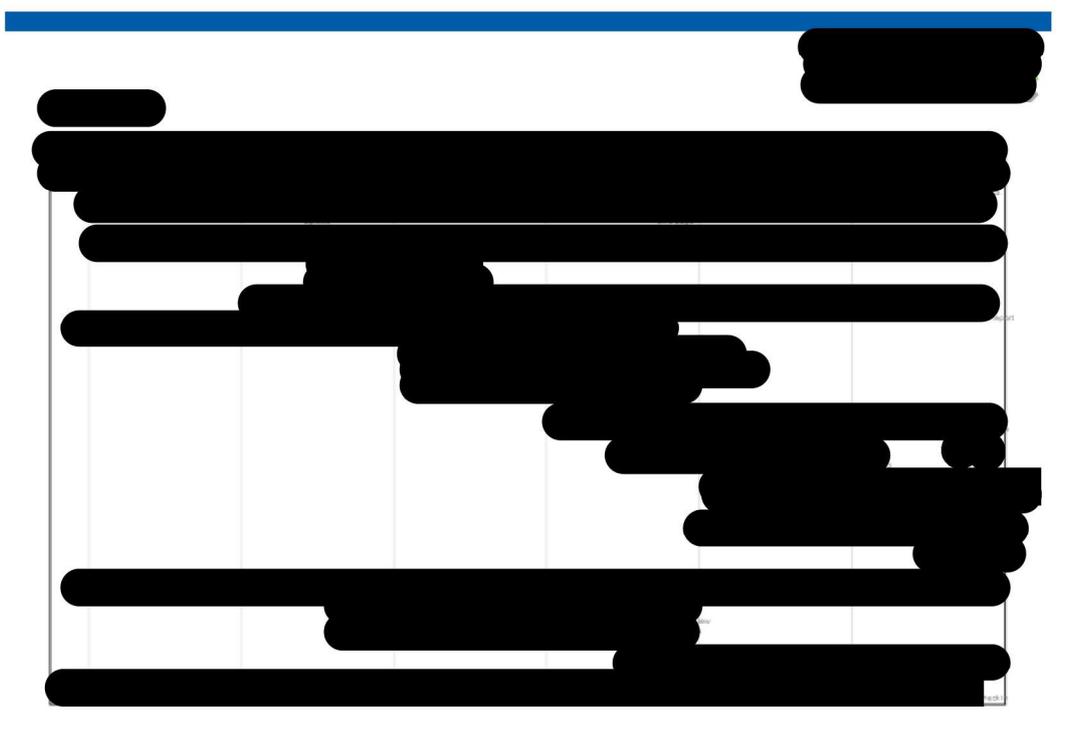
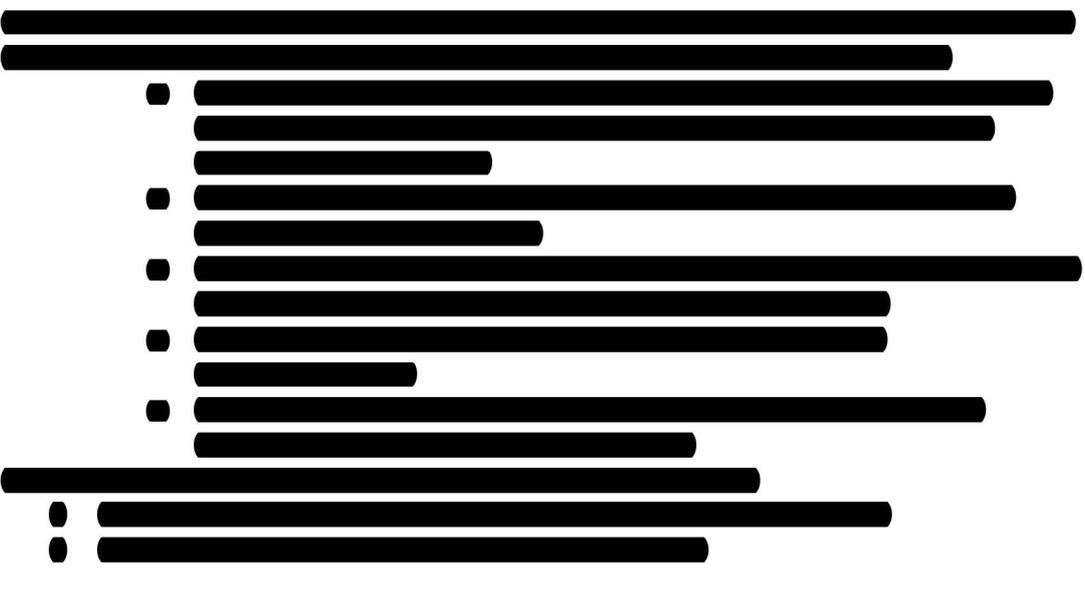
**Changes to Scope**

Subject to following the standard HMRC governance processes, there will be a number of people that can amend the scope of this Statement of Work (SoW) via change control, these people are:

- HMRC – TSP Programme Director
- HMRC - TSP Deputy Programme Director

<b>Resource knowledge requirements</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> </ul> <p>[REDACTED]</p>
<b>Knowledge transfer requirements</b>	<p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Reporting requirements</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Security clearance requirements</b>	<p>BPSS</p>
<b>Operating Assumptions and Customer Responsibilities</b>	<p><b>Supplier Performance</b></p> <ul style="list-style-type: none"> <li>• HMRC will deal promptly with any performance, quality or delivery issues with suppliers or contractors to the programme to mitigate any impact on delivery. This should include replacement or augmentation of suppliers if necessary.</li> </ul> <p><b>Information Access</b></p> <ul style="list-style-type: none"> <li>• HMRC will ensure timely access to all information and templates necessary to enable North Highland UK Limited to complete the activities assigned to its resources following agreement of the statement of work.</li> <li>• HMRC will notify North Highland UK Limited promptly if any of the information or data that they have provided becomes inaccurate or if any requirements change.</li> </ul> <p><b>Resourcing</b></p> <ul style="list-style-type: none"> <li>• HMRC will identify and make available appropriately skilled resources where required as part of this SoW.</li> </ul>



					
<b>Key roles</b>					
<b>Customer responsibilities</b>					
<b>Commercial offer</b>	<table border="1" data-bbox="351 1792 1428 1904"> <tr> <td data-bbox="351 1792 742 1904"></td> <td data-bbox="742 1792 965 1904"></td> <td data-bbox="965 1792 1204 1904"></td> <td data-bbox="1204 1792 1428 1904"></td> </tr> </table>				



**Annex A – Required Outcomes**

# Deliverable(s)	Desired outcome
[Redacted]	[Redacted]

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

## Appendix B – The Services



APPENDIX B

SR435686540 TSP RF SR435686540 NORTH



APPENDIX B

## Appendix C – Call-Off Contract Charges



APPENDIX C

SR435686540 NORTH

## Appendix D – HMRC T&S Policy



APPENDIX D HMRC

T&S POLICY.pdf

## Appendix E – Security Management Plan



APPENDIX E

SECURITY MGMT PLA

## Appendix F – HMRC Mandatory Clauses



APPENDIX F HMRC

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