

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

Order Form

CALL-OFF REFERENCE: SR2075570980 Run and Change Contract for Data Provisioning Service (DPS) and eFilestore (EFS)

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: Capgemini UK Plc

SUPPLIER ADDRESS: 1 Forge End, Woking, GU21 6DB

REGISTRATION NUMBER: 00943935

DUNS NUMBER: 211980537

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20TH December 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 call off schedule 20 (Specification)).

Upon the execution of each Statement of Work it shall become incorporated into the Call-Off Contract.

CALL-OFF LOT:

Lot 3: digital, application and integration run services

Framework Ref: RM6335
Project Version: v1.0

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 and Interpretation) RM6335
3. Framework Special Terms listed below
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6335
 - Joint Schedule 1 (Definitions)
 - 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) [including Annex 5 – Optional Terms for Bronze Contracts]
 - 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 SR1894812210 EFS/DPS
 - 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 DALAS 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 a Guarantee materially in the form set out in Joint Schedule 8 (Guarantee), 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 the operations of the Indexation process, see call off Schedule 5 (Pricing Details).
5. Special Term 5 – The Supplier will transfer all relevant code and supporting documentation to the Buyer's repository within 6 months of contract start date. Further upon live deployment of the latest ongoing code releases, the Supplier will transfer the code to the Buyer's repository on an ongoing basis during contract delivery.

CALL-OFF START DATE: 20th December 2024

CALL-OFF EXPIRY DATE: 19th December 2029

CALL-OFF INITIAL PERIOD: 5 Years.

CALL-OFF EXTENSION PERIOD: No extensions

CALL-OFF ANTICIPATED VALUE: 10% committed value contract, maximum total contract value is **£1.5 million** over entire contract term.

CALL-OFF DELIVERABLES: See details in Call-Off Schedule 20 (Call-Off Specification).

MAXIMUM LIABILITY

REDACTED TEXT under FOIA Section 43 Commercial Interest

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£300,000** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing, by using the Variation Procedure, between the Buyer and the Supplier because of:

- Indexation (See special term 4)
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)
- The Buyer's change to the scope, nature, volume or execution of the Deliverables and/or to the Specification.

REIMBURSABLE EXPENSES

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

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 SERVICE MANAGER

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

See call off schedule 20. Additional ad hoc meetings may be required at the Buyer's request.

KEY STAFF

NA

KEY SUBCONTRACTOR(S)

NA

COMMERCIALLY SENSITIVE INFORMATION

See joint Schedule 4 Commercially Sensitive Information.

SERVICE CREDITS

Service Credits related to CDIO SLAs 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

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

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 social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

INDEXATION

Details have been included in Call-Off Schedule 5 Pricing Details.

STATEMENT OF WORKS

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

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During the Call-Off Contract Period, the Buyer and Supplier will 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

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