**DPS Schedule 6 (Order Form Template and Order**

**Schedules)**

**Order Form**

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| CALL-OFF REFERENCE: **SR1383137037**  THE BUYER: **The Commissioners for His Majesty’s Revenue and Customs**    BUYER ADDRESS **HM Revenue & Customs**,**100 Parliament Street, London SW1A 2BQ** |  |  |
| THE SUPPLIER: **Capgemini**  SUPPLIER ADDRESS **1 Forge End, Woking, Surrey GU21 6DB**  REGISTRATION NUMBER: **00943935**  DUNS NUMBER: 21-198-0537 |  |  |
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APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 15 July 2024.

It’s issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):

Non-assured NSCS:

* Risk Management
* Risk Assessment
* Security Architecture
* Security Strategy

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Order Schedule 5 (Pricing Details)
3. Order Schedule 4 (Order Tender)
4. Joint Schedule 1 (Definitions and Interpretation) RM3764iii
5. The following Schedules in equal order of precedence:
   * Joint Schedules for RM3764iii

* 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)
  + Order Schedules for RM3764iii
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 6 (ICT Services)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 13 (Implementation Plan and Testing)
    - Order Schedule 14 (Service Levels)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 20 (Order Specification)

1. CCS Core Terms (DPS version)
2. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

1. HMRC Schedule - Special Terms
2. Work Packages - All functional and non-functional deliverables and outcomes are clearly defined in the work packages agreed between the Buyer and the Supplier, and any changes to work packages scope/prioritisation are similarly agreed.
3. Work Packages – Deliverables and outcomes may still be be added throughout the period of the work packages, in line with the Buyer’s work allocation process and 2. above.
4. Work Packages - Delay or Retained payment will only be due where the failure to deliver is solely due to the actions of Capgemini i.e., not where the Buyer or its other suppliers fail to provide required timely deliverables, resulting in Capgemini’s inability to deliver to time and/or quality.

ORDER START DATE: 15 July 2024

ORDER EXPIRY DATE: 14 July 2026

ORDER INITIAL PERIOD: 2 years 0 months

ORDER OPTIONAL EXTENSION: 24 months equally divided into 2

periods of 12 months

DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 4 (Call-Off Tender). Detailed deliverables as per Work Packages with Buyer Work Request unique references.

MAXIMUM LIABILITY

The limitation of liability for this Order 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 £8.5375m Estimated Charges in the first 12 months of the Contract.

The total contract value over the initial 2year term shall not exceed £17.075m Excluding VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)]

PAYMENT METHOD

Payments and invoices will be directed via HMRC SAP Ariba Network.

BUYER’S INVOICE ADDRESS:

BUYER’S AUTHORISED REPRESENTATIVE

BUYER’S CONTRACT MANAGER

BUYER’S SECURITY POLICY

Appended at Call-off Order Schedule 9

SUPPLIER’S AUTHORISED REPRESENTATIVE

SUPPLIER’S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

As per Order Schedule 15 (Order Contract Management)

PROGRESS MEETING FREQUENCY

As per Order Schedule 15 (Order Contract Management)

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not applicable – Delayed and/or Retained Payments as per Order Schedule 14 (Service Levels) Annex A

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

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