

Technology Services 2 Agreement RM3804 Framework Schedule 4 - Annex 1

Appendix A - Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <u>http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804</u>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name HM Revenue & Customs

Billing address

Your organisation's billing address - please ensure you include a postcode HM Revenue & Customs, 100 Parliament Street, London SW1A 2BQ

Customer representative name The name of your point of contact for this Order

Customer representative contact details Email and telephone contact details for the Customer's representative

Supplier details

Supplier name



The Supplier organisation name, as it appears in the Framework Agreement Cognizant Worldwide Ltd

Supplier address

Supplier's registered address

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details Email and telephone contact details of the supplier's representative

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number

Click here to enter text.

Section B Overview of the requirement

Framework Lot under which this Order is being placed Tick one box below as applicable (unless a cross-Lot Further Competition)		Customer project reference <i>Please provide the customer project reference</i> <i>number.</i>	
1.	TECHNOLOGY STRATEGY & SERVICES DESIGN		SR383276968
2.	TRANSITION & TRANSFORMATION		Call Off Commencement Date
3.	OPERATIONAL SERVICES		The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form
a: E	End User Services		
b: Operational Management			TBC
c: Technical Management			
d: A	Application and Data Management	\boxtimes	
4.	PROGRAMMES & LARGE PROJECTS		
	a. OFFICIAL		
	a. SECRET (& above)		
	a. SECRET (& above)		



Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5 year term for this Lot

Call Off Initial Period Months

36 months

Call Off Extension Period (Optional) Months 2x 12 months (24 months total) subject to the Parties mutual consent

Minimum Notice Period for exercise of Termination Without Cause 30 days

(Calendar days) Insert right (see Call Off Clause 30.7)

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet. List below if applicable HMRC mandatory terms – see attached in Appendix 1.

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document Security Policy Appendix 4

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

Location/Site(s) for provision of the Services

Primarily remote working with the requirement to visit the HMRC estate for key events.

Additional Clauses (see Annex 3 of Framework Schedule 4)



This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4. Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Please see Annexe 2 - HMRC Mandatory Clauses Appendix 1

TUPE is not applicable to this contract.

Applicable Call Off Contract Terms		Optional Clauses Can be selected to apply to any Order	
Additional Clauses and Schedules			
Tick any applicable boxes below		Tick any applicable boxes below	
A: SERVICES – Mandatory The following clauses will automatically		C: Call Off Guarantee	
apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).	\boxtimes	D: Relevant Convictions	
A3: Staff Transfer		E: Security Requirements	\boxtimes
A4: Exit Management			
A: PROJECTS - Optional	_	F: Collaboration Agreement Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)	
A1: Testing	\boxtimes		
A2: Key Personnel	\boxtimes	G: Security Measures	
B: SERVICES - Optional Only applies to Lots 3 and 4a and 4b			
B1: Business Continuity and Disaster Recovery	\boxtimes	H: MOD Additional Clauses	
B2: Continuous Improvement & Benchmarking	\boxtimes	Alternative Clauses	
B3: Supplier Equipment		To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses	
B4: Maintenance of the ICT Environment		Tick any applicable boxes below	
B5: Supplier Request for Increase of the Call Off Contract Charges		Scots Law Or	
B6: Indexation		Northern Ireland Law	
			4



B7: Additional Performance Monitoring Requirements	Non-Crown Bodies	
	Non-FOIA Public Bodies	

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

Organisations required	Click
to collaborate	here to
(Collaboration Suppliers)	enter
Not applicable	text.

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

Third Party Software

The Parties acknowledge and agree that the Supplier shall not be required to provide any Software, Background IPRs or proprietary tools as part of the Services.

The Parties acknowledge and agree that the Supplier shall not be required to provide any Third Party Software, Background IPRs or proprietary tools as part of the Services

Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data) List below if applicable

HMRC laptops, login credentials, required software and customer data to perform the duties outlined.

Call Off Contract Charges and Payment Profile (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

Payment by BACS within 30 days of invoice.

Total estimated contract value over 3 years: £60,000,000 without a minimum revenue commitment for the life of the contract and extensions

An extension of services for up to per year is permitted if required, up to the term limit of 5 years total (3 years + 1 year extension + 1 year extension)

As per Appendix D – "Cognizant Multi-Technology Rate Card"

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

£10,000

Delay Period Limit (calendar days) Insert right (see Call Off Clause 5.4.1(b)(ii))	N/A
Estimated Year 1 Call Off Contract Charges (£) For Call Off Contract Periods of over 12 Months	
Enhanced Insurance Cover Where a specific Call Off Contract requires a higher level of insuran Schedule 14 please specify below	ce cover than the £1m default in Framework
Third Party Public Liability Insurance (£)	Not applicable for this service, however should an occasion arise that requires a supplier to supply a higher level of insurance greater than that set out in the Framework. This is to be mutually agreed and set out in a Statement of Works (SoW)
Professional Indemnity Insurance (£)	Not applicable for this service, however should an occasion arise that requires a supplier to supply a higher level of insurance greater than that set out in the Framework. This is to be mutually agreed and set out in a Statement of Works (SoW)

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
[Performance]			
[Call Off Contract Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer- from the Call Off Commencement Date (Working Days)20 working daysWhere applicable insert right20 working days

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.

An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract *tick box (right) and append as a clearly marked complete document* **OR** 

Disaster Period (calendar days) 30 working days GDPR (see Call Off Clause 23.6) Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage Appendix 6 – Call Off Schedule 7 Supplier Equipment (see Call Off Clause B3) This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4. X - Service Failures (number) Click here to Y – Period (Months) Click here to enter text. Where applicable insert right Click here to Y – Period (Months) Click here to enter text. Key Personnel & Customer Responsibilities (see Call Off Clause A2) List below or append as a clearly marked document to include Key Roles Key Personnel List below or append as a clearly marked document to include Key Roles Customer Responsibilities Relevant Conviction(s) To be completed during mobilisation phase To be completed during mobilisation phase Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services002E List below or append as a clearly marked document (see Call Off Clause 19.5.4) Insert details below or append as a clearly marked document Service CS (remounds, arcencement(a) to be conviction (s) to append as a clearly marked document (see Call Off Clause 19.5.4)	Time frame for delivery of a BCDR Plan from the Supplier t from the Call Off Commencement Date (Working Days) <i>Where applicable insert right</i>	to the Customer – 30 working days	
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Insert details below or append as a clearly marked document	Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services002E List below or append as a clearly marked document (see Call Off Clause D where used)		
Specific requirement and its relation to the Other CCS from work agreement(a) to be			
Services used		CCS framework agreement(s) to be	
Not applicable Not applicable.	Not applicable Not app	licable.	



Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples). If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

Specific KPIs shall be determined during the Mobilisation Period of the Call-Off Contract, however, HMRC expects the resulting KPIs to be aligned to the following deliverables:

- The Supplier must align their availability to operating hours of Digital Delivery Centres (DDC's)
- The Supplier must ensure suitably qualified and experienced staff are allocated for the task being delivered
- The Supplier must ensure they deliver according to best industry standards

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract Any information relating to:

- 1) Contract value, charges or rate cards
- 2) Scope of services being delivered
- 3) Names of supply-chain partner organisations
- 4) Personal data relating to Cognizant employees or those of our supply-chain partners.

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

Total estimated contract value over 3 years: £60,000,000

An extension of services for up to per year is permitted if required, up to the term limit of 5 years total (3 years + 1 year extension + 1 year extension)



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as "the Call Off Contract") for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	

>continued<

Crown Commercial Service