

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	SR1858552056
THE BUYER:	HM Revenue and Customs
BUYER ADDRESS	100 Parliament Street, Westminster, London SW1A 2BQ
THE SUPPLIER:	Baringa Partners LLP
SUPPLIER ADDRESS:	62 Buckingham Gate, London, SW1E 6AJ
REGISTRATION NUMBER:	OC303471
DUNS NUMBER:	73-329-1509
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 26/08/2024. It's issued under the Framework Contract with the reference number RM6187 for the provision of Strategic Procurement Programme Support.

CALL-OFF LOT(S):

Lot 3

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
however Supplier shall not be required to provide the Buyer with a copy of its BCDR Plan or Business Continuity Plan, which are confidential.
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 23 (HMRC Terms)

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility)

6. 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.

Supplier terms are not 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: The Supplier will not access, transfer or store the Buyer's data outside of the United Kingdom (offshore) unless approved by the Buyer.

Special Term 2: REDACTED

Special Term 3: REDACTED

Special Term 4: REDACTED

REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

Call-off start date: 23/09/2024

Call-off expiry date: 22/09/2026

Call-off initial period: 2 years

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification) for a high level description of services which may be called off from this Call-Off Contract.

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

- a) 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 with any associated service levels, and the date the Supplier's SoW proposal is required by.
- b) The Supplier will provide the SoW proposal to HMRC, which will include a project plan of the milestones needed to deliver the outcomes.
- c) 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.

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 Award Procedure, (Framework Schedule 7) where appropriate.

Security

Short form security requirements apply **and** Security Policy.

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 are: £3,500,000.

Call-off charges

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

All changes to the Charges must use procedures that are equivalent to those in

Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

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

- Specific Change in Law

Reimbursable expenses

Given that most of the work should be able to be completed at HMRC's primary locations including within the immediate vicinity, and at the Supplier's own premises, any expenses agreed to by the HMRC Works Manager must be in compliance with HMRC travel & subsistence policy, which will be provided at the time of the request.

All other expenses/disbursements will be payable at the discretion of HMRC Work Manager. The Supplier shall not incur any such expenses without the prior approval of the HMRC Work Manager. Any expense incurred by the Supplier without prior approval shall not be reimbursed.

Payment method

Purchase orders and Invoices are transacted via MyBUY.

To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Buyer and shall:

1 - register for the electronic transaction system in accordance with the instructions of the Buyer; and

2 - allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system.

Prior to invoicing for fixed cost services, acceptance and approval must be sought from the HMRC employee responsible for managing and approving the work (the Work Manager).

The invoices must only be submitted upon completion of the milestones and at the amount to be charged for each milestone as detailed in the written proposal.

Submitted invoices relating to T&M will be reviewed by the Authority's employee responsible for managing and approving work (the Operational Contract Manager) prior to payment.

Costs associated with incentivisation should be clearly identified and invoices only submitted upon agreement of the benefits being realised.

Under no circumstances should the aggregated total value of invoices, including the proposed value of your final invoice, exceed the amount stated in the signed

contract, unless additional work has subsequently been agreed in writing as a formal contract variation.

Buyer's invoice address

Purchase orders and Invoices shall be transacted via MyBUY.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

REDACTED

Buyer's security policy

See Call-Off Schedule 9 (Security)

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

First Working Day of each month

Progress meeting frequency

Monthly

Key staff

Key staff will be named in the relevant Statement of Work, where mutually agreed by the Parties.

Key subcontractor(s)

Not applicable

Commercially sensitive information

See details in Joint Schedule 4 Commercially Sensitive Information

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

MRC Sustainable Procurement Strategy available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf

HMRC complies with the requirements outlined in the Social Value Model, introduced under PPN 06/20.

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) and Schedule 14 (Service Levels).

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature:	REDACTED
Name:	REDACTED
Role:	REDACTED
Date:	REDACTED

For and on behalf of the Buyer:

Signature:	REDACTED
Name:	REDACTED
Role:	REDACTED
Date:	REDACTED