



Crown
Commercial
Service

**RM6100 Technology Services 3 Agreement
Framework Schedule 4
Lots 3D Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated ~~XX-02-2022~~ between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms or as otherwise set out in this Order Form.

This Order Form shall comprise:

1. This document headed "Order Form";

RM6100 Order Form – Lot 3D

OFFICIAL



2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 – Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – HMRC Mandatory Terms
13. Annex 2 – Call-Off Contract Management
14. Annex 3 – Additional/Alternative Schedules and Clauses.
15. Annex 4 – Call Off Terms

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form;
- c) the Call Off Terms; and
- d) Framework Schedule 18 (Tender).

Section A General information

Contract Details

Contract Reference:	SR684730251
----------------------------	-------------



Crown
Commercial
Service

Contract Title:	UK Corporation Tax
Contract Description:	Support and maintenance of the Corporation Tax (COTAX) technical services
Contract Anticipated Potential Value: this [REDACTED] should set out the total potential value of the Contract	
Estimated Year 1 Charges:	[REDACTED]
Contract Signature Date: Service Commencement Date:	[REDACTED]

Buyer details
Buyer organisation name Her Majesty's Revenue & Customs
Billing address Your organisation's billing address - please ensure you include a postcode 100 Parliament Street, London SW1A 2BQ
Buyer (Authority) representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details



Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Buyer Project Reference

Please provide the customer project reference number.
SR684730251

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement

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. This must include an email for the purpose of Clause 50.6 of the Contract.

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.

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

[Redacted]

Guarantor Company Number

Guarantor's registered company number

[Redacted]

Guarantor Registered Address

Guarantor's registered address

[Redacted]



Section B Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

[REDACTED]



Commencement Date

1 July 2022

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months

36 months

Extension Period (Optional) Months



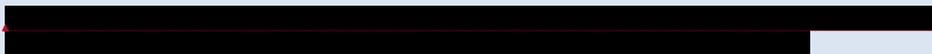
Minimum Notice Period for exercise of Termination Without Cause



Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:





[REDACTED]

Supplier Premises:

[REDACTED]

Third Party Premises:

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Buyer Security Policy

Please refer to [Security policy framework, May 2018 - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Buyer ICT Policy



-

Insurance

[Redacted]

Buyer Responsibilities

[Redacted]

Goods

[Redacted]

Governance

Not Applicable – this schedule has been replaced by Annex 2 – Call Off Contract Management.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract. **[Not Applicable]**



Change Control Procedure – Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

[Redacted information]



As described in **Schedule 5 CHANGE CONTROL PROCEDURE** of the Call-Off Order Terms:

3. COSTS

3.1 Subject to Paragraph 3.3:

- 3.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- 3.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Buyer shall not be required to pay any such costs if:
 - a) such costs are below the figure set out in Order Form;
 - b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
 - c) such costs exceed those in the accepted Impact Assessment Estimate.

8. FAST-TRACK CHANGES

- 8.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.
- 8.2 If:



- 8.2.1 the total number of Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and
- 8.2.2 both Parties agree the value of the proposed Contract Change over the remaining Contract Period and any period for which Termination Assistance may be required does not exceed the figure set out in the Order Form and the proposed Contract Change is not significant (as determined by the Buyer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in Paragraphs 4, 5, 6 and 7 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses

[Please refer to Annex 3 – Additional Schedules & Clauses]

Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input checked="" type="checkbox"/>
C3: Collaboration Agreement	<input checked="" type="checkbox"/>



Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>
HMRC Mandatory Terms	<input checked="" type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

[REDACTED]

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

[REDACTED]

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

[REDACTED]

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

[REDACTED]

[REDACTED]



Crown
Commercial
Service





Crown
Commercial
Service

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

[Redacted]

There is no indexation in this contract over the course of the 60-month / 5-year term.



Appendix%20C%20-%
%20Pricing%20Form



Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	sdfasdfsdfs
Job role/title	sdfasdfsdfsdfsdfsdfs
Signature	sadfadfADG
Date	AFDAdfa

For and on behalf of the Buyer

Signature	sdfsafdf



Crown
Commercial
Service

	sdfsdf
---	--------



Attachment 1 – Services Specification

Refer to Attachments 1 as below:

Attachment 1A	Service Specification and Requirements  Attachment%201A% 20-%20Service%20Sp
Attachment 1B	Business Application Support and Maintenance (BASM) Services  Attachment%201B-E %20-%20Detailed%2f
Attachment 1C	Business Application Development Services  Attachment%201B-E %20-%20Detailed%2f
Attachment 1D	Integration Services  Attachment%201B-E %20-%20Detailed%2f
Attachment 1E	Strategy, Architecture and Feasibility Analysis Services  Attachment%201B-E %20-%20Detailed%2f



Attachment 1F	Corporation Tax (COTAX) Technical Specification  Attachment%201F%20-%20COTAX%20Spe
Attachment 1G	Transition & Implementation Plan  Appendix%20F%20-%20Transition%20&9

Clarifications

Clarification Questions sheet final



Clarification%20Questions%20and%20Ans



Attachment 2 – Charges and Invoicing

The Milestone Payments and Service Charges due under this Contract are charged on a fixed price basis.

For BAU Projects, projects will be agreed up front with defined project names and project codes, enabling the Supplier to issue invoices to the respective project name and code.

Part A – Milestone Payments and Delay Payments

Refer to and complete Appendix C – Pricing Form for Transition milestones

#	Milestone-Description	Milestone Payment-amount (£GBP)	Milestone-Date	Delay-Payments (where Milestone) (£GBP per day)
M1	Cotax Service Readiness – Transition Cost	£21,323	30/06/2022	
M2	Cotax Service Acceptance – Transition Cost	£5,330	29/07/2022	

Part B – Service Charges

Refer to and complete Appendix C – Pricing Form

Charge-Number	Service Charges
[Service Line 1]	
Cotax – Support and Maintenance	Over the 5-year term – £1,511,226 YR 1 value – £298,894



Crown
Commercial
Service

	YR 2 value – £302,432 YR 3 value – £301,998 YR 4 value – £301,958 YR 5 value – £305,946
[Service Line 2]	
Cotax – Management Costs	Over the 5-year term – £407,866 YR 1 value – £80,789 YR 2 value – £81,746 YR 3 value – £81,629 YR 4 value – £81,312 YR 5 value – £82,386



Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Refer to and complete Appendix C – Pricing Form

Staff Grade	Day Rate (£)
Please see SFIA skills model 7.0 below from Appendix C Pricing Form	Please see day rates (£s) below from Appendix C Pricing Form

NOTE on table below:

~~SFIA Skill Level 1 has been blacked out for Change and Transformation, and SFIA Skill Level 1 and 2 have been blacked out for Skills and Quality as these do not exist.~~

~~The day rates quoted here will be used within the resulting contract. The rate card will be fixed across the full term.~~

~~This rate card is the maximum expected rate HMRC would pay for resources of this type.~~

~~These rates must not be higher than the rates in Technology Services 3.~~

~~A day is defined as 8 working hours.~~

~~All prices to be provided in £ GBP exclusive of VAT.~~



Crown
Commercial
Service

	Bandings 1-7: Day Rate taken from SFIA Skills Model 7.0						
	1	2	3	4	5	6	7
Strategy and Architecture	£ 305.00	£ 466.00	£ 603.00	£ 732.00	£ 955.00	£ 1,170.00	
Change and Transformation		£ 357.00	£ 503.00	£ 694.00	£ 812.00	£ 1,028.00	
Development and Implementation	£ 305.00	£ 412.00	£ 630.00	£ 732.00	£ 905.00	£ 1,170.00	
Delivery and Operation	£ 250.00	£ 357.00	£ 559.00	£ 722.00	£ 827.00	£ 943.00	
Skills and Quality			£ 578.00	£ 671.00	£ 830.00	£ 943.00	
Relationship and Engagement	£ 296.00	£ 357.00	£ 503.00	£ 667.00	£ 827.00	£ 943.00	
<i>Average Rate Card</i>	£ 289.00	£ 389.80	£ 562.67	£ 703.00	£ 859.33	£ 1,032.83	
<i>Proportionate Skills Profile</i>	2	3	8	12	4	1	0
<i>Daily Run Rate</i>	£ 578.00	£ 1,169.40	£ 4,501.33	£ 8,436.00	£ 3,437.33	£ 1,032.83	
<i>Total Estimated Daily Run Rate</i>	£ 19,154.90						



Part D – Risk Register

Not used

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
1										
2										
3										
4										



Crown
Commercial
Service

Part E – Early Termination Fee(s)





Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables (<i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i>)	Duration (<i>Working Days</i>)	Milestone Date
M1	[Concept Design]	[Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]		
M2	[Full Development]	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]		
M3	[System User Testing]	[System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]		
M4	[User Readiness for Service]	[Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]		
M5	[Implementation]	[Implementation Plan Training Scripts]		
M6	[In Service Support]	[Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]		



Attachment 4 – Service Levels and Service Credits

Refer to the following attachments:

- **Attachment 4A – Service Levels Service Credits and Performance Monitoring (Schedule 3)**



Attachment%204A%
20-%20Service%20Le

- **Attachment 4B – Service Level Model**



Attachment%204B%
20-%20Service%20Le



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

1.1 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

To be completed at contract award.

[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel]

Key Supplier Personnel	Key Role(s)	Duration
▲		
▲		
▲		

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Part B – Key Sub-Contractors

To be completed at contract award.

[Guidance Note: Insert details of Key Sub-Contractors and any additional information required in the below table or delete the table in its entirety and insert Not Applicable if there are no Key Sub-Contractors. This table should be based on the Key Sub-Contractors set out in Schedule 7 of the Framework]

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services



Attachment 6 – Software

- 1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- 1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

To be completed at contract award.

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



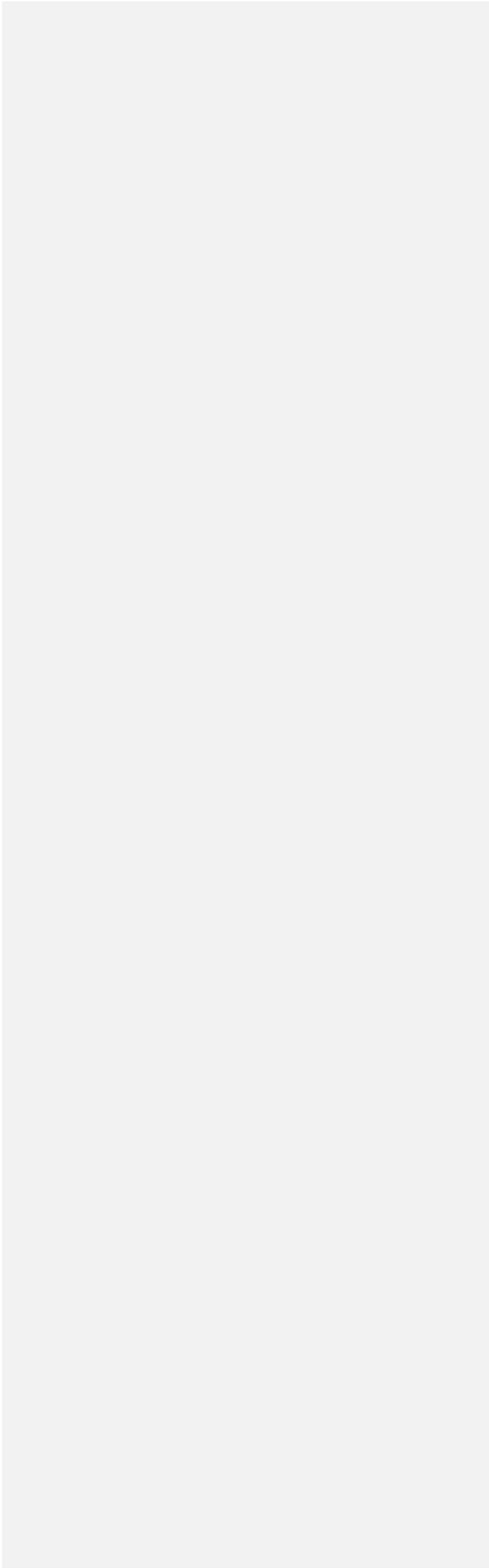
Part B – Third Party Software

To be completed at contract award.

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry

[Redacted text block]



Attachment 8 – Governance

Refer to Annex 2 – Call-Off Contract Management

For the purpose of the Call-Off Contract Management schedule (Annex 2) of the Call-Off Terms, the following boards shall apply: [To be confirmed]

Strategy Development Board	
[Redacted]	[Redacted]

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Partnership Review Board	
[Redacted]	[Redacted]

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Commercial Management Board	
[REDACTED]	[REDACTED]

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Operational Board	
[REDACTED]	[REDACTED]

Formatted: Highlight

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

[REDACTED]

Formatted: Highlight

- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
[REDACTED]	[REDACTED]

Formatted: Highlight

	<p>[REDACTED]</p>
Duration of the processing	<p>[REDACTED]</p>
Nature and purposes of the processing	<p>[REDACTED]</p>
Type of Personal Data	<p>[REDACTED]</p>
Categories of Data Subject	<p>[REDACTED]</p>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>[REDACTED]</p>

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	▲		
Top 3 KPIs Performance management	▲		
Call Off Contract Charges	▲		
Key Sub-Contractors	▲		
Technical	▲		
Social Value delivery	[REDACTED]	[REDACTED]	[REDACTED]
Credits & Penalties	▲		
Vulnerability Assessment Report	▲		[REDACTED]
Patch Compliance Reports	▲		[REDACTED]

Formatted: Highlight

Annexes

Refer to the following documents

Annex 1	HMRC Mandatory Terms  Annex%201%20-%20HMRC%20Mandator
Annex 2	Call-Off Contract Management  Annex%202%20-%20Call-Off%20Contract
Annex 3	Additional Schedules & Clauses  Annex%203%20-%20Additional%20Schedec
Annex 4	Call Off Terms  Annex%204%20-%20Call%20Off%20Term