

**Her Majesties Revenue & Customs,**

**And**

**Capita Customer Management**

# **Award Form**

*Relating to*

**Analytics and Quality Management**

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	<b>Buyer</b>	HM Revenue & Customs (the Buyer).  Its offices are on: 100 Parliament Street, London, SW1A 2BQ
2.	<b>Supplier</b>	Name: <b>Capita Customer Management Limited</b> Address: <b>65 Gresham Street, London EC2V 7NQ</b> Registration number: <b>01336850</b> SID4GOV ID:
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables.  This opportunity is advertised in Find a Tender, reference (draft reference) 2021-000012
4.	<b>Contract reference</b>	SR559416956
5.	<b>Deliverables</b>	See Schedule 2 (Specification) for further details.
6.	<b>Buyer Cause</b>	Any breach of  the obligations of the Buyer or any other default or negligence of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
7.	<b>Collaborative working principles</b>	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
9.	<b>(a)Start Date</b>	06/07/2021, save that the Implementation Period will start on the Effective Date.

	<b>(b)Effective Date</b>	The earlier of (i) the date upon which HMRC issues the Supplier with a written notice, in a form reasonably acceptable to the Supplier, that it has received unconditional approval from all interested parties to the Supplier's proposed solution for providing the Services, and (ii) 31 July 2021.
10.	<b>End Date</b>	24 months from the Operational Service Commencement Date.
11.	<b>Extension Period</b>	Further two periods up to 12 months each.  Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.
12.	<b>Ending the Contract without a reason</b>	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence. For the avoidance of doubt, these termination costs will comprise only cost items that relate to work or assets exclusively created for the Contract, stated as their actual book value at point of termination excluding any profit, after the Supplier has made all reasonable efforts to redeploy this work or assets to other projects to reduce the liability on the Buyer. The maximum value of this payment is limited to 50% of the costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.</p>
13.	<b>Incorporated Terms</b>  (together these documents form the " <b>the Contract</b> ")	<p>The following documents are incorporated into the Contract. Where numbers are missing, we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"><li>1. This Award Form</li><li>2. Any Special Terms (see <b>Section 10 Special Terms</b> in this Award Form)</li><li>3. Schedule 31 (Buyer Specific Terms)</li><li>4. Core Terms</li><li>5. Schedule 1 (Definitions)</li><li>6. Schedule 20 (Processing Data)</li><li>7. The following Schedules (in equal order of precedence):</li></ol>



		<p>8. Schedule 2 (Specification)</p> <p>9. Schedule 3 (Charges)</p> <p>10. Schedule 5 (Commercially Sensitive Information)</p> <p>11. Schedule 6 (Transparency Reports)</p> <p>12. Schedule 7 (Staff Transfer)</p> <p>13. Schedule 8 (Implementation Plan &amp; Testing)</p> <p>14. Schedule 10 (Service Levels)</p> <p>15. Schedule 11 (Continuous Improvement)</p> <p>16. Schedule 12 (Benchmarking)</p> <p>17. Schedule 13 (Contract Management)</p> <p>18. Schedule 14 (Business Continuity and Disaster Recovery)</p> <p>19. Schedule 15 (Minimum Standards of Reliability)</p> <p>20. Schedule 16 (Security)</p> <p>21. Schedule 18 (Supply Chain Visibility)</p> <p>22. Schedule 19 (Cyber Essentials Scheme)</p> <p>23. Schedule 20 (Processing Data)</p> <p>24. Schedule 21 (Change Request Form)</p> <p>25. Schedule 22 (Insurance Requirements)</p> <p>26. Schedule 24 (Financial Difficulties)</p> <p>27. Schedule 25 (Rectification Plan)</p> <p>28. Schedule 27 (Key Subcontractors)</p> <p>29. Schedule 28 (ICT Services)</p> <p>30. Schedule 29 (Key Supplier Staff)</p> <p>31. Schedule 30 (Exit Management)</p> <p>32. Schedule 32 (Agile Development)</p> <p>33. Schedule 26 (Corporate Social Responsibility)</p> <p>34. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer (as decided by the Buyer) takes precedence over the documents above</p>
14.	<b>Special Terms</b>	n/a
15.	<b>Buyer's Environmental Policy</b>	n/a

16.	<b>Buyer's Security Policy</b>	Please see Schedule 16 (Security).			
17.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 4 (Tender)			
18.	<b>Commercially Sensitive Information</b>	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)			
19.	<b>Charges</b>	Details in Schedule 3 (Charges)			
20.	<b>Reimbursable expenses</b>	None			
21.	<b>Payment method</b>	Payment will be made by BACS through HMRC's SAP Ariba Procure to Pay System.			
22.	<b>Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is: 15% of Contract Value</p> <p>The Service Period is equal to one calendar month.</p> <p>Critical Service Level Failure levels have been allocated to the following Service Levels in Schedule 10 (Service Levels) as follows:</p> <p>Transcription Service (Availability) – 95%</p> <p>Analytics Service (Availability) – 95%</p> <p>Quality Management Service (Availability) – 95%</p> <p>Transcription, Analytics and Quality Management (Incident Resolution, Priority1-3) – 90%</p>			
23.	<b>Credit Rating Threshold</b>	<b>Entity</b>	<b>Rating Agency</b>	<b>Credit rating (long term)</b>	<b>Credit Rating Threshold</b>
		Supplier	Dun & Bradstreet	3A1	3A3
24.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).			
25.	<b>Liability</b>	Overall liability is set out in Clause 15.1 of the Core Terms.			

26.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Plus Certificate (or equivalent), provided before the Start Date. Details in Schedule 19 (Cyber Essentials Scheme)
27.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>The Supplier shall attend Progress Meetings with the Buyer every week</li> <li>The Supplier shall provide the Buyer with Progress Reports every week</li> </ul>
28.	<b>Guarantee</b>	Not applicable
29.	<b>Supplier Contract Manager</b>	<div>██████████</div> <div>IT Partnership Manager</div> <div>██</div> <div>██████████</div>
30.	<b>Supplier Authorised Representative</b>	<div>██████████</div> <div>IT Service and Engagement Director</div> <div>██</div> <div>██████████</div>
31.	<b>Supplier Compliance Officer</b>	<div>██████████</div> <div>Divisional Governance Director</div> <div>██</div> <div>██████████</div>
32.	<b>Supplier Data Protection Officer</b>	<div>██████████</div> <div>Data Protection Officer</div> <div>██</div> <div>██████████</div>
33.	<b>Supplier Marketing Contact</b>	<div>██████████</div> <div>Divisional Marketing Director</div> <div>██</div> <div>██████████</div>
34.	<b>Key Subcontractors</b>	Name: <div>████████████████████</div> Registration number: <div>████████████████████</div>

35.	<b>Buyer Authorised Representative</b>	<div data-bbox="483 210 670 246">[REDACTED]</div> <div data-bbox="483 257 742 302">Service Manager</div> <div data-bbox="483 315 892 351">[REDACTED]</div> <div data-bbox="483 367 703 403">[REDACTED]</div>
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	<b>Jain McKay</b>	Name:	<b>James Aron</b>
Role:	Divisional Commercial Director	Role:	IT Sourcing Lead
Date:		Date:	