

**RM6100 Technology Services 3**

**Framework Schedule 4 Annex 1  
Lot 4 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Contract RM6100 dated 14/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Contract**") and should be used by Buyers conducting a further competition under the Framework Contract.

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 Contract) 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 Contract and copies of which are available from the Crown Commercial Service website. The agreed Call Off Terms for the Contract being set out as the Annex 1 to this Order Form [<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>].

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 Term.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Contract, the Buyer and Supplier will agree and execute a Statement of Work (in the form of the template set out in Annex [6] to this Order Form).

Upon the execution of each Statement of Work, it shall become incorporated into the Buyer and Supplier's Contract.

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

This Order Form shall comprise:

- This document headed "Order Form";
- "Lot 4 Order Form Attachments" with the following Attachments with reference to the corresponding Schedule in the Call-Off Terms. Attachments to this Order Form either replaces (i) an Annex to a Schedule in the Call-Off Terms or (ii) a Schedule to the Call-Off Terms in its entirety (for example, Attachment 2.1 (Services Description)):

Attachment to the Order Form	Schedule to the Call-Off Terms
Attachment 2.1 (Services Description)	See Schedule 2.1 (Services Description)



Attachment 2.2 (Key Performance Indicators and Subsidiary Performance Indicators Tables)	See Schedule 2.2 (Performance Levels)
Attachment 2.3 (Environmental Requirements)	See Schedule 2.3 (Standards)
Attachment 2.4 (Information Management System)	See Schedule 2.4 (Security Management)
Attachment 3 (Buyer Responsibilities)	See Schedule 3 (Buyer Responsibilities)
Attachment 4.1 (Supplier Solution)	See Schedule 4.1 (Supplier Solution)
Attachment 4.2 (Commercially Sensitive Information)	See Schedule 4.2 (Commercially Sensitive Information)
Attachment 4.3 (Key Sub-Contractors)	See Schedule 4.3 (Key Sub-Contractors)
Attachment 4.4 (Third Party Contracts)	See Schedule 4.4 (Third Party Contracts)
Attachment 5 (Software)	See Schedule 5 (Software)
Attachment 6.1 (Outline Implementation Plan)	See Schedule 6.1 (Implementation Plan)
Attachment 6.2 (Test Success Criteria)	See Schedule 6.2 (Testing Procedures)
Attachment 7.1 (Charges)	See Schedule 7.1 (Charges and Invoicing)
Attachment 7.2 (Maximum Payments on Termination)	See Schedule 7.2 (Payments on Termination)
Attachment 7.3 (Approved Benchmarkers)	See Schedule 7.3 (Benchmarking)
Attachment 7.3 (Financial Distress)	See Schedule 7.4 (Financial Distress)
Attachment 7.6 (Anticipated Savings)	See Schedule 7.6 (Anticipated Savings)
Attachment 8.1 (Representation and Structure of Boards)	See Schedule 8.1 (Governance)
Attachment 8.4 (Transparency Reports and Records to Upload to Virtual Library)	See Schedule 8.4 (Reports and Records Provision)
Attachment 9.1 (Notified Sub-Contractors)	See Schedule 9.1 (Staff Transfer)
Attachment 9.2 (Key Personnel)	See Schedule 9.2 (Key Personnel)
Attachment 11 (Processing Personal Data)	See Schedule 11 (Processing Personal Data)

- Annex 1 – Call-Off Terms.
- Annex 2 – Call-Off Terms Schedules
- Annex 3 – HMRC Mandatory Clauses
- Annex 4 – HMRC Call Off Contract Management
- Annex 5 – Security Plan Questionnaire
- Annex 6 – Statement of Work Template
- Appendix 1 – Statement of Works

The Order of Precedence shall be as set out in Clause 1.4 of the Call-Off Terms being:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) Annex 3 HMRC Mandatory Clauses
- c) the Order Form and its Attachments (other than Attachment 4.1 (Supplier Solution) and its Annexes) and Schedule 2.2 (Performance Levels) and its Annexes) and Appendix 1

#### 1.1 2

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- d) the Call-Off Terms (including the Schedules and their Annexes) (other than Schedule 2.2 (Performance Levels) and its Annexes which is dealt with above in (c));
- e) Attachment 4.1 (*Supplier Solution*) and its Annexes (if any); and
- f) Framework Schedule 18 (Tender).

## Section A

### General Information

#### Contract Details

**Contract Reference:** SR771295299

**Contract Title:** HMRC Service Management Integration Contract

#### Contract Description:

Services to provide advice, design and support for the Buyers internal SMI function, increasing the maturity of existing policies, processes, standards and ITIL 4 practices, and where required, defining & implementing those that do not currently exist, enabling a standardised approach to Service Integration and Management throughout CDIO within HMRC. Equipping the Buyer with the knowledge to deliver this service internally, enabling the Buyers team to become a successful and independent service integrator in a multi supplier environment, linking suppliers, the Buyers internal technical delivery teams, and the business in the new target supply chain model.

#### Committed spend:

**Contract Anticipated Potential Value:** this should set out the total potential value of the Contract

XXXX

#### Buyer details

##### Buyer organisation name

Her Majesty's Revenue & Customs (HMRC)

#### Billing address

100 Parliament Street, London SW1A 2BQ

Purchase orders and Invoices will be transacted via Ariba Network.



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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;
2. allow the electronic transmission of Purchase Orders and submitting of electronic invoices via the electronic transaction system.

#### Buyer representative name

The name of your point of contact for this Order  
Mark Gregory

#### Buyer representative contact details

mark.gregory@hmrc.gov.uk

#### Buyer Project Reference

SR771295299

#### Supplier details

##### Supplier name

Capgemini UK plc

##### Supplier address

Capgemini UK plc  
1, Forge End  
Woking  
Surrey  
GU21 6DB

#### Supplier representative name

The name of the Supplier point of contact for this Order. This must include an email for the purpose of Clause 44.3 of the Call-Off Terms.

XXXX

#### Supplier representative contact details

Email and telephone contact details of the supplier's representative

XXXX

#### Order reference number

A unique number provided by the supplier at the time of quote  
[Click here to enter text.](#)

## Section B

### Part 1 – Framework Lots (for multi-Lots only)

#### 1.1 4

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OFFICIAL

Not applicable

## Part 2 – Contract Details

**Contract Signatory:** See Section D

**Effective Date:** 01/07/2022

**Contract Expiry:** 30/06/2024

**Term:** Twenty-four (24) months

**Initial Term:** Twenty-four (24) months

**Extension Period:** Twelve (12) months

### Sites for the provision of the Services

*Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*

The Supplier shall provide the Services from the following Sites:

#### Buyer Premises:

HMRC Estate, the location as specified in each SoW or remote working. Buyer and Supplier shall agree in good faith the location from which the services are provided including working remotely and attendance to Buyer Premises.

The Parties acknowledge that the inclusion of working from home locations may not be consistent with the provisions of security and other policies and will require the derogation from obligations that are inconsistent with working from a home location, and the Buyer allows the appropriate derogations from the contract to the extent that such provisions of security and other policies cannot reasonably be followed where staff are working from a home location. The Buyer agrees that any rights of access it or third parties may have to the premises where the Services are provided from do not extend to staff's homes.

#### Supplier Premises:

Not Applicable

#### Third Party Premises:

Not Applicable

### Buyer Assets

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Contract.*

End User Devices

Network Access



Specific details of Buyer Assets will be documented during the Transition phase.

### Insurance

*Guidance Note: if this Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

XXXX

### Goods

Not applicable

### Security Management – Option Part A or Part B

*Guidance Note: Schedule 2.4 (Security Management) of the Call-Off Terms has two options in respect of Security Management. Refer to Schedule 2.4 (Security Management) for detailed guidance on which Part to select.*

Security Management Schedule	Tick as applicable
Part A – Security Assurance	<input checked="" type="checkbox"/>
Part B – Security Accreditation	<input type="checkbox"/>

The Part selected above shall apply to this Contract.

See Annex 5 – Security Plan Questionnaire

### Statement of Works (SOW)

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

Each executed Statement of Work shall be inserted into Appendix 1 in chronological order.

The Statement of Work Template can be found in Annex 6

## Section C

### Part 1 – Additional and Alternative Buyer Terms

#### Alternative Clauses and Additional Clauses<sup>(see Annex 3 of Framework Schedule 4)</sup>

*This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Alternative and Additional Terms and Conditions Lot 4*

The Supplier shall comply with the Authority's mandatory terms as set out in "Annex 3 – HMRC Mandatory Clauses" of this Call-Off Contract. For the avoidance of doubt and contrary to any other provision relating to precedence of terms in this Call-Off Contract, in case of any ambiguity or conflict, the Authority's mandatory terms in "Annex 3 – HMRC Mandatory Clauses" will supersede any other terms in this Call-Off Contract. In addition to this, any standards detailed in



the Attachments / Annexes included or referenced within this Order Form or any other documents that form part of this Contract.

#### Part A – Additional Clauses

Additional Clauses	Tick as applicable
C1: Collaboration Agreement	<input type="checkbox"/>
C2: MOD Clauses	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

#### Part B - Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

## Part 2 - Additional Information Required for Additional Clauses Selected in Part 1

#### Additional Clause C1 (Collaboration Agreement)

Not Applicable

## Section D Contract award

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

#### SIGNATURES

#### For and on behalf of the Supplier

Name	<div>XXXX</div>
Job role/title	
Signature	

Date	XXXX

**For and on behalf of the Buyer**

Name	XXXX
Job role/title	
Signature	
Date	

### Attachments to this Order Form

Please refer to:

- Lot 4 Order Form Attachments
- Annex 1 – Call-Off Terms
- Annex 2 – Call-Off Terms Schedules
- Annex 3 – HMRC Mandatory Clauses
- Annex 4 – HMRC Call Off Contract Management
- Annex 5 – Security Plan Questionnaire
- Annex 6 – Statement of Work Template



## Appendix to this Order Form

### Appendix 1 – Statement of Works

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## 1. DEFINITIONS

### 1.1 11

Expression or Acronym	Definition
"Buyer"	means the entity identified as such in the Order Form
"CDIO"	means the Chief Digital and Information Officer group within HMRC
"Change"	means the design, delivery and release activities related to changes to the Services and/or Solutions, including patching, fixes, new projects. Undertaken by 3rd Parties, HMRC or the Supplier (following a variation)
"Deliverable"	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract
"Document Owners"	means representatives identified by HMRC as its relevant authority for specific documentation
"Governing Bodies"	includes, but is not limited to, Government, Ministers, Parliament, Major Projects Authority, Infrastructure & Projects Authority, Select Committees, and HMRC governance groups
"HMRC"	means Her Majesty's Revenue & Customs (HMRC), 100 Parliament Street, Westminster, London, SW1A 2BQ (Buyer)
"ITAM"	means Information Technology Asset Management
"ITIL"	means Information Technology Infrastructure Library
"Management Information"	the management information specified in Schedule 2.1 (Services Description), Schedule 2.2 (Performance Levels), Schedule 7.1 (Charges and Invoicing) and Schedule 8.1 (Governance) to be provided by the Supplier to the Buyer and any other management information recorded by the Supplier that the Authority requests from time to time to inform, validate and provide further insight into the Supplier's provision of Services
"Other Projects"	other work-in-progress projects in the Buyer's organisation that are outside the scope of the Service Management & Integration project, such as but limited to: a) Service Modelling Project b) Service Mapping Project (ITOM) c) SOTF (service management & integration of the project)
"PMO"	Project Management Office

### 1.1 11

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“Practice” “Practices”	or	mean the Practices as defined by ITIL 4
“Product Description Deliverable”		document to be created for all the artefactual Deliverables that will be agreed by the Buyer before the Supplier produced that Deliverable. The Buyer will provide the Supplier a template and will include: <ul style="list-style-type: none"><li>• The purpose of the product and its function.</li><li>• Define who will use the product and how it will be used.</li><li>• Identify the level of quality required of the product and what will provide for its fit for purpose.</li></ul>
“Services” “Service”	or	any and all of the services to be provided by the Supplier under this Contract, including those set out in Attachment 2.1 (Services Description) of the Order Form;
“Service Handover”		means the point at which the Supplier begins operating some/all of the Services
“Service Integration and Management”		means the process of co-ordinating management practices, supporting service management tools and their interoperation within the Buyer’s organisation to effectively manage end user services provided by multiple internal and external suppliers and their services.
“Service Management”		govern internal and external suppliers to ensure activities are compliant with HMRC defined policies & procedures.
“SMI” or “Service Management Integration”		Service Management Integration is the name of the project that is to define and establish the future state of the Service Integration and Management capability in line with the target operating model of CDIO
“SM&O” or “Service Management & Operations”		Service Management and Operations is a department within CDIO that is accountable for the service management framework in CDIO and 24/7 capability to support key business processes
“Service Measures”		means a set of criteria for the Service, linked to Service Credits
“Supplier”		means the Potential Provider with whom the Authority has concluded the Contract
“3rd Parties” or “Third Parties”		Other companies or organisations that are involved in the Services, including sub-contractors, other HMRC suppliers and other Government Departments

## 2. INTRODUCTION

2.1 The Buyer intends to partner with a supplier to advise, design and support its internal SMI function, increasing the maturity of HMRC's existing policies, processes, standards and ITIL 4 practices, and where required, defining & implementing those that do not currently exist, enabling a standardised approach to Service Integration and Management throughout CDIO. Equipping HMRC with the knowledge to deliver this service internally, enabling the team to become a successful and independent service integrator in a multi supplier environment, linking suppliers, the internal technical delivery teams, and the business in the new target supply chain model.

Currently Service Integration and Management activities are largely fulfilled by HMRC's Service Management & Operations organisation.

## 3. SERVICES DESCRIPTION

From the contract start date , HMRC will partner with a supplier to work collaboratively with the HMRC SM&O to complete Part 1: Transformation and provide additional resources for Part 2: Additional Operational Services to develop and mature the current SMI capability in CDIO to support HRMC's internal SMI capability.

### Part 1 - Transformation

Phase 0 – Project Initiation

- a. Project Office, Project Management and Personnel Deployment
- b. Project Performance Management
- c. Project Governance
- d. Practice Analysis and Design Planning and Implementation (Phase 1 and 2)

Phase 1 – Analysis

Phase 2 – Design

Phase 3 – Project Management of Practice Design Implementation and Change

Phase 4 – Project Closure and Exit

### Part 2: Additional Operational Services

As CDIO disaggregates its supply chain through the Technology Sourcing Programme, the number of suppliers providing IT services is increasing, adding to the operational workload of the SM&O team. This contract will transform the way Service Integration and Management services are provided by SM&O. However, during the development and transition to the new ways of working, SM&O will, by necessity, continue to utilise existing processes to manage its SMI workload. The combination of a larger number of suppliers and continuation of the existing SMI processes means

that operational service support is required from the supplier as part of this contract to operate various SMI processes in collaboration with SM&O.

## Attachment 2.11 – Requirements Specification

### GENERAL REQUIREMENTS

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>
SMAI-001	General Requirements	High Level Requirements	XXXX
SMAI-002	General Requirements	High Level Requirements	
SMAI-003	General Requirements	High Level Requirements	
SMAI-004	General Requirements	High Level Requirements	
SMAI-005	General Requirements	High Level Requirements	
SMAI-006	General Requirements	High Level Requirements	
SMAI-007	General Requirements	High Level Requirements	
SMAI-008	General Requirements	High Level Requirements	
SMAI-009	General Requirements	High Level Requirements	
SMAI-010	General Requirements	High Level Requirements	
SMAI-011	General Requirements	High Level Requirements	
SMAI-012	General Requirements	High Level Requirements	
SMAI-013	General Requirements	High Level Requirements	
SMAI-014	General Requirements	Work Packages	
SMAI-015	General Requirements	High Level Requirements	
SMAI-016	General Requirements	High Level Requirements	
SMAI-017	General Requirements	High Level Requirements	

XXXX



Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>
SMAI-039	General Requirements	Personnel Deployment	<b>XXXX</b>
SMAI-040	General Requirements	Personnel Deployment	
SMAI-041	General Requirements	Personnel Deployment	
SMAI-042	General Requirements	Statement of Work	

## **PART 1: TRANSFORMATION**


### **PHASE 0 – PROJECT INITIATION**

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>
SMAI-043	Phase 0	Project Initiation Document	<b>XXXX</b>
SMAI-044	Phase 0	Analysis & Design Implementation Planning	
SMAI-045	Phase 0	Analysis & Design Implementation Planning	
SMAI-046	Phase 0	Analysis & Design Implementation Planning	
SMAI-047	Phase 0	Analysis & Design Implementation Planning	
SMAI-048	Phase 0	Analysis & Design Implementation Planning	
SMAI-049	Phase 0	Analysis & Design Implementation Planning	
SMAI-050	Phase 0	Analysis & Design Implementation Planning	


### **PHASE 1: ANALYSIS**





Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description. <i>The Supplier shall....</i>
SMAI-051	Phase 1	Analysis	 XXXX
SMAI-052	Phase 1	Analysis	
SMAI-053	Phase 1	Analysis	
SMAI-054	Phase 1	Analysis	
SMAI-055	Phase 1	Analysis	
SMAI-056	Phase 1	Analysis	
SMAI-057	Phase 1	Analysis	
SMAI-058	Phase 1	Analysis	

## PHASE 2: DESIGN

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>
SMAI-059	Phase 2	Design	 XXXX
SMAI-060	Phase 2	Design	
SMAI-061	Phase 2	Design	
SMAI-062	Phase 2	Design	
SMAI-063	Phase 2	Design	
SMAI-064	Phase 2	Design	
SMAI-065	Phase 2	Design	
SMAI-066	Phase 2	Design	
SMAI-067	Phase 2	Design	
SMAI-068	Phase 2	Design	
SMAI-069	Phase 2	Design	
SMAI-070	Phase 2	Design	



Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>
SMAI-071	Phase 2	Design	<b>XXXX</b>
SMAI-072	Phase 2	Design	
SMAI-073	Phase 2	Design	

### PHASE 3 - PROJECT MANAGEMENT of DESIGN IMPLEMENTATION & CHANGE

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>
SMAI-074	Phase 3	Project Management of Design Implementation & Change	<b>XXXX</b>
SMAI-075	Phase 3	Project Management of Design Implementation & Change	
SMAI-076	Phase 3	Project Management of Design Implementation & Change	
SMAI-077	Phase 3	Project Management of Design Implementation & Change	
SMAI-078	Phase 3	Project Management of Design Implementation & Change	
SMAI-079	Phase 3	Project Management of Design	



Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>
		Implementation & Change	<b>XXXX</b>
SMAI-080	Phase 3	Project Management of Design Implementation & Change	
SMAI-081	Phase 3	Project Management of Design Implementation & Change	

#### PHASE 4: PROJECT CLOSURE AND EXIT

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description. <i>The Supplier shall....</i>
SMAI-082	Phase 4	Project Closure and Exit	<b>XXXX</b>

#### PART 2: ADDITIONAL OPERATIONAL SERVICES

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description. <i>The Supplier shall....</i>
SMAI-083	Additional Services	Provision of Resource	<b>XXXX</b>
SMAI084	Additional Services	Provision of Resource	



## Attachments 2.12 – 2.16

Please refer to the following documents:

Document	Description
2.12 ITIL v4 Value, Value Streams and Practices.pdf	context and reference for value streams approach within SM&O utilising the ITIL 4 framework.
2.13 ITSM Process Maturity view.xlsx	current view of what information is present, not present or work in progress, through the lens of policy, process, documentation, roles, work instructions, KPIs, metrics and governance across SM&O processes.
2.14 Product Description Template	template referenced in Attachment 2.11 Requirement Specification document, needing to be produced by the supplier for all documents per phase.
2.15 Service Integration Market Engagement_Summarised.pdf	copy of material used on the 08.10.21 Market Engagement day to provide context of the project to suppliers.
2.16 Service Run Manual.pdf	describes the high-level framework, key stakeholders, responsibilities and roles required to undertake the operation of IT Services by the Chief Digital and Information Officer Group (CDIO) for HMRC.



## Attachment 2.2 – Key Performance Indicators and Subsidiary Performance Indicators Tables

Key Performance Indicators that shall apply throughout the Term of the contract unless explicitly agreed by Buyer and Supplier on an individual Statement of Work (SoW) basis. Additional Key Performance Indicators and Subsidiary Performance Indicators can be agreed on a SoW basis. All KPIs are to be tracked monthly and reported to the Buyer Representative in accordance with Schedule 2.2 Performance Levels.

### 1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of reporting	Performance calculation	Severity Levels	Service Points
KPI1	Deliverables Delivered on Time	XXXX				0
						1
						2
						3
						4
KPI2	Provision of revised Deliverables					0
						1
						2
						3



KPI3	Buyer experience survey	<div>XXXX</div>	4
			0
			1
			2
			3
			4

## 2. Subsidiary Performance Indicators

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels
PI1	<div>XXXX</div>		Monthly	Target Performance Level: 100%
				Service Threshold: 90%



No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels
PI2	XXXX	XXXX	Monthly	Target Performance Level: 100%
				Service Threshold: 90%
PI3			Quarterly	
PI4			Quarterly	
PI5			Quarterly	
PI6			Quarterly	
PI7			Quarterly	
PI8			Quarterly	



No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels
PI9	XXXX	XXXX	Quarterly	
PI10			Quarterly	
PI11			Quarterly	
PI12			Quarterly	
PI13			Quarterly	
PI14			Quarterly	
PI15			Quarterly	





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## Attachment 2.3 – Environmental Requirements

**TABLE A – Prohibited Items**

<b>The following consumer single use plastics are Prohibited Items:</b>	<b>Catering</b> <ul style="list-style-type: none"> <li>• Single use sachets e.g. coffee pods, sauce sachets, milk sachets</li> <li>• Take away cutlery</li> <li>• Take away boxes and plates</li> <li>• Cups made wholly or partially of plastic</li> <li>• Straws</li> <li>• Stirrers</li> <li>• Water bottles</li> </ul>
	<b>Facilities</b> <ul style="list-style-type: none"> <li>• Single use containers e.g. hand soap, cleaning products</li> <li>• Wipes containing plastic</li> </ul>
	<b>Office Supplies</b> <ul style="list-style-type: none"> <li>• Plastic envelopes</li> <li>• Plastic wrapping for brochures</li> <li>• Paper or card which is bleached with chlorine</li> </ul>
	<b>Packaging</b> <ul style="list-style-type: none"> <li>• Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.</li> <li>• Single use carrier bags</li> </ul>
<b>Buyer specific Prohibitions</b>	Not Applicable
<b>Project specific Prohibitions</b>	Not Applicable



**TABLE B – Permitted Items**

<b>Buyer Permitted Items</b>	Not Applicable
<b>Project Specific Permitted Items</b>	Not Applicable

**TABLE C – Sustainability Reports**

<b>Report Name</b>	<b>Content of Report</b>	<b>Frequency of Report</b>
<b>Sustainability Impact</b>	<p>a. the key sustainability impacts identified;</p> <p>b. sustainability improvements made;</p> <p>c. actions underway or planned to reduce sustainability impacts;</p> <p>d. contributions made to the Buyer's sustainability policies and objectives;</p> <p>e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and</p> <p>f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.</p>	On the anniversary of the Effective Date
<b>Greenhouse Gas Emissions</b>	<p>Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at <a href="https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses">https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses</a></p>	On the anniversary of the Effective Date
<b>Water Use</b>	Volume in metres cubed.	On the anniversary of the Effective Date
<b>Energy Use</b>	<p>Separate energy consumption figures for:</p> <p>a. assets deployed on the Supplier's site;</p> <p>b. assets deployed on the Buyer's site;</p> <p>c. assets deployed off-site; and</p>	On the anniversary of the Effective Date



	<p>d. energy consumed by IT assets and by any cooling devices deployed.</p> <p>Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2.</p>	
<b>Transport Use</b>	<p>a. miles travelled by transport and fuel type, for goods delivered to the Buyer's sites;</p> <p>b. miles travelled by staff when visiting the Buyer's sites from the Supplier's sites or home;</p> <p>c. resulting Green House Gas (GHG) emissions using agreed Conversion Factors; and</p> <p>d. the number of multi-lateral e-meetings i.e. with more than two attendees, held by type (audio, webinar, v/conferencing) their length and number of attendees</p>	<p>on the anniversary of the Effective Date</p>



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## **Attachment 2.4 – Information Management System**

Not Applicable



## Attachment 3 – Buyer Responsibilities

The Buyer shall, in relation to this Contract perform the Buyer's responsibilities identified as such in this Contract the details of which are set out below:


Document	Location (Paragraph)
Schedule 3 Buyer Responsibilities	Paragraphs 1-3
Attachment 3 – Buyer Responsibilities	As set out below in this attachment

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-001	General Requirements	High Level Requirements	XXXX	
SMAI-002	General Requirements	High Level Requirements		



Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-003	General Requirements	High Level Requirements	XXXX	
SMAI-004	General Requirements	High Level Requirements		
SMAI-005	General Requirements	High Level Requirements		
SMAI-006	General Requirements	High Level Requirements		
SMAI-007	General Requirements	High Level Requirements		
SMAI-008	General Requirements	High Level Requirements		
SMAI-009	General Requirements	High Level Requirements		
SMAI-010	General Requirements	High Level Requirements		
SMAI-011	General Requirements	High Level Requirements		
SMAI-012	General Requirements	High Level Requirements		
SMAI-013	General Requirements	High Level Requirements		



Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-014	General Requirements	Work Packages		
SMAI-015	General Requirements	High Level Requirements		
SMAI-016	General Requirements	High Level Requirements		
SMAI-017	General Requirements	High Level Requirements		
SMAI-018	General Requirements	Project Performance Management		
SMAI-019	General Requirements	Project Performance Management		
SMAI-020	General Requirements	Project Governance		
SMAI-021	General Requirements	Project Governance		
SMAI-022	General Requirements	Project Governance		
SMAI-023	General Requirements	Project Governance		





Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-024	General Requirements	Project Governance	XXXX	
SMAI-025	General Requirements	High Level Requirements		
SMAI-026	General Requirements	High Level Requirements		
SMAI-027	General Requirements	High Level Requirements		
SMAI-028	General Requirements	High Level Requirements		
SMAI-029	General Requirements	High Level Requirements		
SMAI-030	General Requirements	High Level Requirements		
SMAI-031	General Requirements	High Level Requirements		
SMAI-032	General Requirements	High Level Requirements		
SMAI-033	General Requirements	High level requirements		
SMAI-034	General Requirements	Personnel Deployment		



Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-035	General Requirements	Personnel Deployment	XXXX	
SMAI-036	General Requirements	Personnel Deployment		
SMAI-037	General Requirements	Personnel Deployment		
SMAI-038	General Requirements	Personnel Deployment		
SMAI-039	General Requirements	Personnel Deployment		
SMAI-040	General Requirements	Personnel Deployment		
SMAI-041	General Requirements	Personnel Deployment		
SMAI-042	General Requirements	Statement of Work		
RES-01	General Requirements	Review and acceptance or rejection of deliverables		



Crown  
Commercial  
Service



**PART 1: TRANSFORMATION**

**PHASE 0 – PROJECT INITIATION**

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-043	Phase 0	Project Initiation Document	<b>XXXX</b>	
SMAI-044	Phase 0	Analysis & Design Implementation Planning		
SMAI-045	Phase 0	Analysis & Design Implementation Planning		
SMAI-046	Phase 0	Analysis & Design Implementation Planning		
SMAI-047	Phase 0	Analysis & Design Implementation Planning		
SMAI-048	Phase 0	Analysis & Design		



		Implementation Planning	XXXX
SMAI-049	Phase 0	Analysis & Design Implementation Planning	
SMAI-050	Phase 0	Analysis & Design Implementation Planning	

#### PHASE 1: ANALYSIS

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description. <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-051	Phase 1	Analysis	XXXX	
SMAI-052	Phase 1	Analysis		
SMAI-053	Phase 1	Analysis		
SMAI-054	Phase 1	Analysis		
SMAI-055	Phase 1	Analysis		
SMAI-056	Phase 1	Analysis		

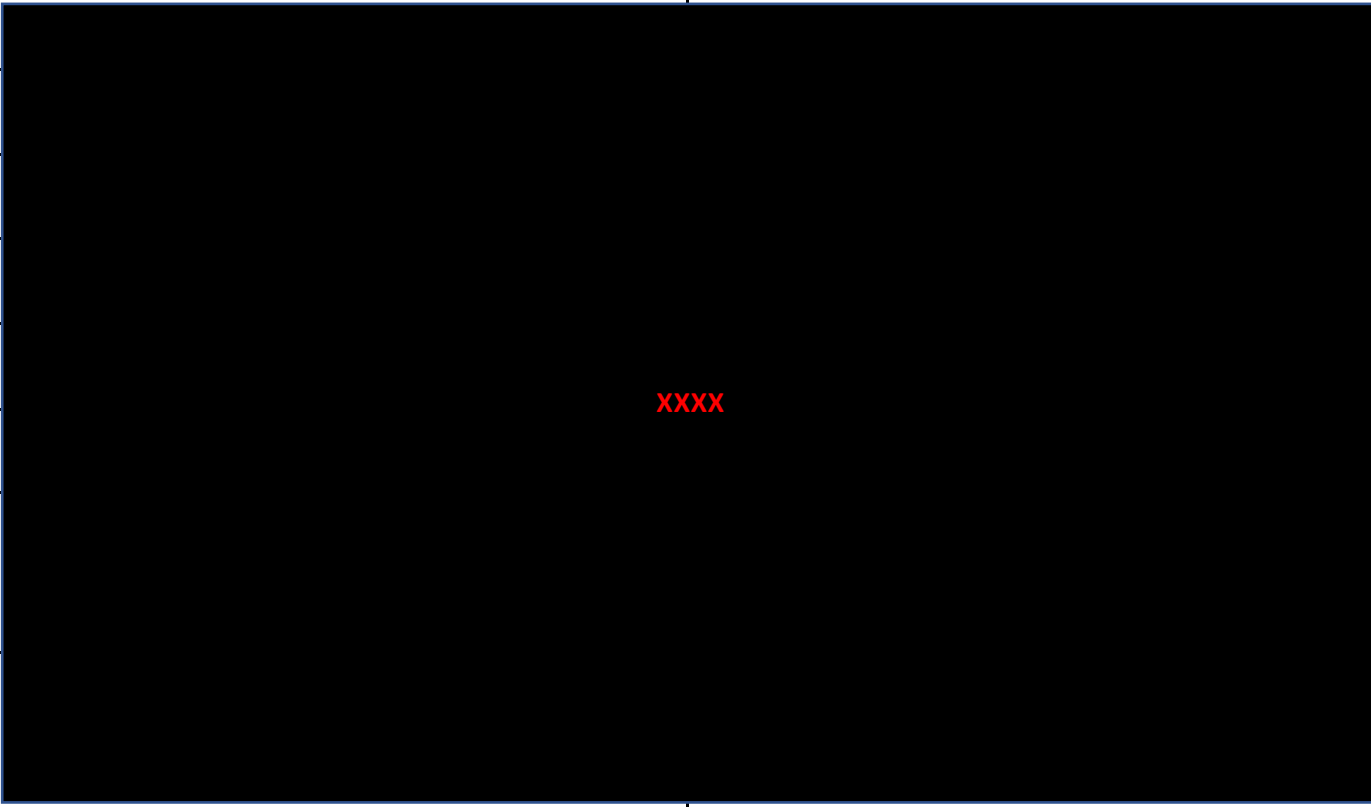


Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description. <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-057	Phase 1	Analysis	XXXX	
SMAI-058	Phase 1	Analysis		

## PHASE 2: DESIGN

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-059	Phase 2	Design	XXXX	
SMAI-060	Phase 2	Design		
SMAI-061	Phase 2	Design		
SMAI-062	Phase 2	Design		
SMAI-063	Phase 2	Design		
SMAI-064	Phase 2	Design		
SMAI-065	Phase 2	Design		



Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-066	Phase 2	Design		
SMAI-067	Phase 2	Design		
SMAI-068	Phase 2	Design		
SMAI-069	Phase 2	Design		
SMAI-070	Phase 2	Design		
SMAI-071	Phase 2	Design		
SMAI-072	Phase 2	Design		
SMAI-073	Phase 2	Design		

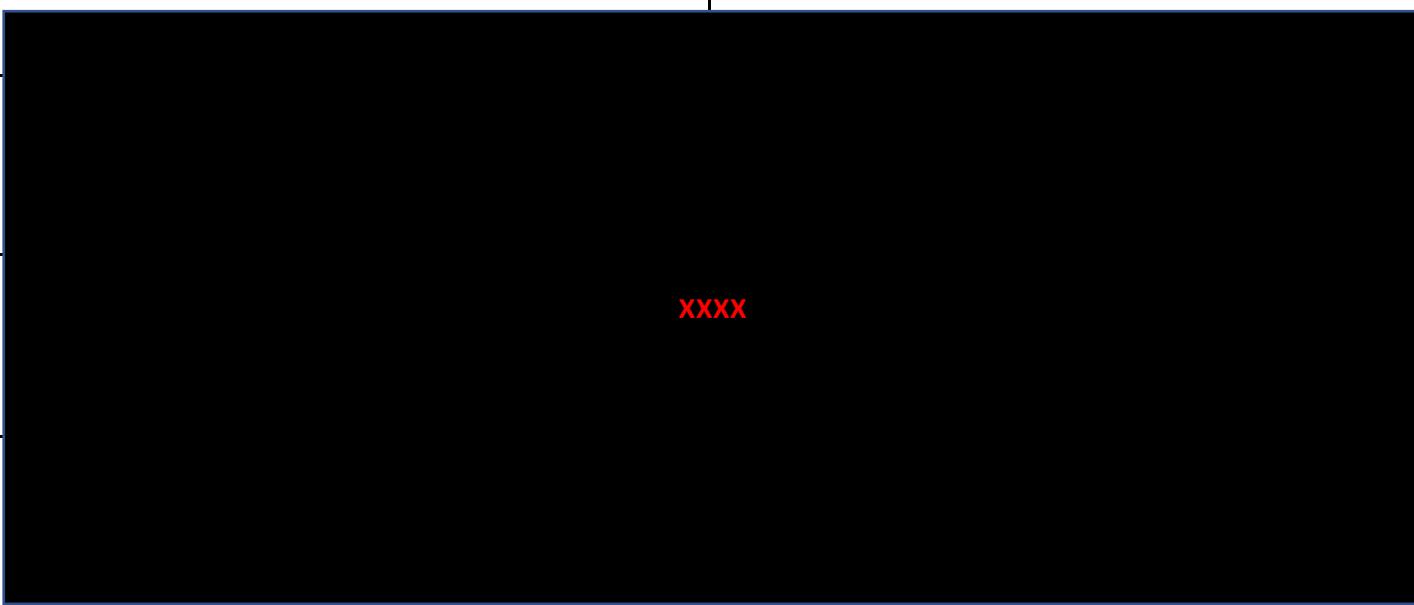


**PHASE 3 - PROJECT MANAGEMENT of DESIGN IMPLEMENTATION & CHANGE**

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-074	Phase 3	Project Management of Design Implementation & Change	<b>XXXX</b>	
SMAI-075	Phase 3	Project Management of Design Implementation & Change		
SMAI-076	Phase 3	Project Management of Design Implementation & Change		
SMAI-077	Phase 3	Project Management of Design Implementation & Change		
SMAI-078	Phase 3	Project Management of Design		





Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
		Implementation & Change		
SMAI-079	Phase 3	Project Management of Design Implementation & Change		
SMAI-080	Phase 3	Project Management of Design Implementation & Change		
SMAI-081	Phase 3	Project Management of Design Implementation & Change		

#### PHASE 4: PROJECT CLOSURE AND EXIT

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description. <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
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SMAI-082	Phase 4	Project Closure and Exit	XXXX
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**PART 2: ADDITIONAL OPERATIONAL SERVICES**

Ref. No.	Requirement Tier 1	Requirement Tier 2	Requirement Tier 3: Requirement Description. <i>The Supplier shall....</i>	Requirement Tier 4: HMRC Requirement Description: <i>The Buyer shall....</i>
SMAI-083	Additional Services	Provision of Resource	XXXX	
SMAI084	Additional Services	Provision of Resource		



## Attachment 4.1 – Supplier Solution

Attachment title	Content
Attachment 4.1a – ITT Response	Full Supplier response to the ITT
Attachment 4.1b – Pricing Workbook	Suppliers full Pricing Workbook



## Attachment 4.2 – Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1		Supplier's pricing workbook as Attachment 4.1b	Contract Duration
2		Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier. All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Contract. Disclosure of such may affect the Supplier's competitive position. As a result the Supplier considers this information to be a 'trade secret'. The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier. All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed it could be commercially damaging to the Supplier. Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).	



### Attachment 4.3 – Notified Key Sub-Contractors

Not applicable.

- 1 In accordance with Clause 15.10A (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.
- 2 The Parties agree that they will update this Attachment periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Buyer after the Effective Date for the purposes of the delivery of the Services.

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 Term	Key role in delivery of the Services	Credit Rating Threshold



## Attachment 4.4 – Third Party Contracts

Not Applicable

**1** The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.

**2** The Supplier shall be entitled to update this Attachment in accordance with Clause 15.5 (Appointment of Sub-contractors).

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description



## Attachment 5 – Software

Not Applicable.

The Software below is licensed to the Buyer in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Licences Granted by the Supplier*).

The Parties agree that they will update this Attachment 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.

### 1 SUPPLIER SOFTWARE

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

### 2 THIRD PARTY SOFTWARE

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





## Attachment 6.1 – Outline Implementation Plan

Attachment	Detail
Attachment 6.1a	Outline Implementation Plan



## Attachment 6.2 – Test Success Criteria

### 1. Tests to be Achieved in order to Achieve the ATP (Authority to Proceed) Milestone

Test	Pre-conditions*	Test Success Criteria
-	-	<p>To achieve the ATP Milestone the Supplier must:</p> <ul style="list-style-type: none"><li>a) Submit all Deliverables to the nominated SM&amp;O contact by the delivery date detailed in the Implementation Plan</li><li>b) Have written approval from the nominated SM&amp;O contact in the form of the Milestone Achievement Certificate that the deliverables have been accepted by the Buyer</li></ul> <p>Once the Buyer has confirmed all Deliverables have been completed the Supplier will be granted the ATP to invoice for the given Phase.</p>

\* Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

### 2. Tests to be Achieved in order to Achieve a CPP (Contract Performance Point) Milestone – Not applicable

CPP Milestone Charge No.	Test	Test Success Criteria



## Attachment 7.1 – Charges

### Part A - Pricing Mechanism

#### 1. Fixed Price Charges

1.1 Phases 0, 1 & 2 of Part 1- Transformation will be fixed price, as per the detail in Table 5 – Fixed Prices.

1.2 The fixed prices phases will be charged as Milestone Payments as set out in Part B, Table 1.

#### 2. Time and Material Charges

2.1 Where the Parties agree via a Statement of Work (SOW) that the charges will be calculated with reference to a Time and Material pricing mechanism the Rate Cards in Table 1 will be used.

2.2 The rates in Table 2 represent the maximum day rate HMRC would pay for the resources.

2.3 There is no minimum spend commitment associated with the rate cards

2.4 A day is defined as 8 working hours

#### 3. Additional pricing terms

3.2 All prices are to be billed in GBP and are exclusive of VAT.


3.3 As per the Schedule 7.1 Charges and Invoicing clause 2.2 the charges in Table 1 and Table 2 shall not be subject to indexation. Prior to the commencement of any Extension Period the rates may be renegotiated but will not exceed the values stated in Table 1 and Table 2.

**TABLE 1: SUPPLIER PERSONNEL RATE CARD**

Phase 3 & 4 Rate Card			
Role required	SFIA Level		
	Junior	Senior	Specialist
Project and Relationship Management	XXXX		
Change Management and Implementation			
Benefits tracking and management			



**Part 2: Additional Operational Services Rate Card**

		Day rate for each skill level		
Resource Role	Aligned ITIL 4 Practices	Junior (SFIA levels 1-3)	Senior (SFIA levels 4-5)	Specialist (SFIA levels 6-7)
1. Analysis and Planning	 XXXX			
2. Delivery and Operations				
3. Service Management				
4. Supplier and Project Engagement				



5. Strategy and Architecture	XXXX		
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**TABLE 2: MAXIMUM SUPPLIER PERSONNEL RATE CARD**

Phase 3 & 4 Rate Card			
Role required	SFIA Level		
	Junior	Senior	Specialist
Project and Relationship Management	XXXX		
Change Management and Implementation			
Benefits tracking and management			

Part 2: Additional Operational Services Rate Card				
		Day rate for each skill level		
Resource Role	Aligned ITIL 4 Practices	Junior (SFIA levels 1-3)	Senior (SFIA levels 4-5)	Specialist (SFIA levels 6-7)
1. Analysis and Planning	XXXX			
2. Delivery and Operations				



	<div>XXXX</div>
3. Service Management	
4. Supplier and Project Engagement	
5. Strategy and Architecture	



**TABLE 3: DAY COST FOR CALCULATION OF GUARANTEED MAXIMUM PRICE WITH  
TARGET COST CHARGES – Not applicable**

**TABLE 4: GUARANTEED MAXIMUM PRICE WITH TARGET COSTS CHARGES – Not  
applicable**

**TABLE 5: FIXED PRICES**

Fixed price per Project Phase to be invoiced upon acceptance of all requirements and deliverables detailed in Schedule 2.11 by the Buyer.

Project Phase	Fixed Price
Phase 0 – Project Initiation	XXXX
Phase 1 – Analyse	
Phase 2 – Design	

**TABLE 6: FIRM PRICES – Not applicable**

**TABLE 7: VOLUME CHARGES – Not applicable**



## Part B – Charging Mechanism and Adjustments

For the purposes of Phase 0, 1, & 2 of Part 1 Transformation the supplier will be entitled to invoice the Buyer the agreed charges in Table 5 per milestone upon delivery and acceptance of the Buyer as per Table 1 Milestone Payments

**TABLE 1: MILESTONE PAYMENTS AND DELAY PAYMENTS**

Milestone Payments	Pricing Mechanism	Payment (GBP)	Delay Payments (if Key Milestone) (£ per day)		
			<3 months' notice	3-6 months' notice	>6 months' notice
Milestone 1: Part 1 Transformation, Phase 0					
Fulfilment of all corresponding requirements detailed in Attachment 2.11 Requirements Specification	XXXX				
Project Initiation Document					
SMI Project Quality Plan					
Detailed Implementation Plan					
Communication Plan					
Milestone 2: Part 1 Transformation, Phase 1					





Milestone Payments	Pricing Mechanism	Payment (GBP)	Delay Payments (if Key Milestone) (£ per day)		
			<3 months' notice	3-6 months' notice	>6 months' notice
Fulfilment of all corresponding requirements in Attachment 2.11 Requirements Specification	XXXX	XXXX	XXXX	XXXX	XXXX
Documented identified Value Streams					
ITIL 4 Practice Analysis					
Current Practise Analysis and Recommendation Report					
IT Service Management Strategy recommendations					
Cultural and Organisational Change Management Assessment					
Inter-Practice Matrix Working Agreement					
Milestone 3: Part 1 Transformation, Phase 2					



Milestone Payments	Pricing Mechanism	Payment (GBP)	Delay Payments (if Key Milestone) (£ per day)		
			<3 months' notice	3-6 months' notice	>6 months' notice
Agreed Practice Prioritisation	XXXX	XXXX	XXXX	XXXX	XXXX
Project Delivery Approach Document					
Practice Design Packs					
Practice Development Org Design Dependencies and Recommendations Report					
Practice Resource and Role Specification					
Practice Performance Management Pack					
Agreed Cross Party KPIs					
Practice Training Needs Report					
Practice Tooling Development Specification					
Agreed Test Approach					



Milestone Payments	Pricing Mechanism	Payment (GBP)	Delay Payments (if Key Milestone) (£ per day)		
			<3 months' notice	3-6 months' notice	>6 months' notice
NB Part 1: Phase 3 and Phase 4 - Deliverables to be defined fully at close of Phase 2.					



### Part C – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Forecast Contingency Costs	Owner



## **Part D – Allowable Assumptions**

Not applicable



## Attachment 7.2 – Maximum Payments on Termination

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Contract:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year	-	-	-
Anytime in the second Contract Year	-	-	-
Anytime in the third Contract Year	-	-	-

The table above is left intentionally blank



## Attachment 7.3 – Approved Benchmarks

Not applicable



## Attachment 7.4 – Financial Distress

### Part A - Financial Indicators

#### PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (Long term)	Credit Rating Threshold
Supplier	XXXX	
Guarantor		

1. Subject to the calculation methodology set out at Part D of this Attachment, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation <sup>1</sup>	Financial Target Threshold:	Monitoring and Reporting Frequency [if different from the default position set out in Paragraph 2.3(b) of Schedule 7.4 (Financial Distress)]
Operating Margin	Operating Margin = Operating Profit / Revenue	XXXX	Tested and reported yearly in arrears promptly after the publication of the Supplier's audited financial statements based upon figures for the 12 months ending on the relevant Accounting Reference Date
Net Debt to EBITDA Ratio	Net Debt to EBITDA ratio = Net Debt / EBITDA		Tested and reported yearly in arrears promptly after the publication of the Supplier's audited financial statements based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant Accounting Reference Date

Key: <sup>1</sup> – See Annex 3 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.





## Part B – Rating Agencies

### 1 Dunn & Bradstreet

1.1 The Credit Rating and Credit Rating Threshold will be based on the composite Worth / Credit Rating Indicators:

Financial strength indicator	Tangible net worth		Composite Credit Appraisal			
	From	To	High	Good	Faire	Limited
5A	35,000,000	And above	1	2	3	4
4A	15,000,000	34,999,999	1	2	3	4
3A	7,000,000	14,999,999	1	2	3	4
2A	1,500,000	6,999,999	1	2	3	4
1A	700,000	1,499,999	1	2	3	4
A	350,000	699,999	1	2	3	4
B	200,000	349,999	1	2	3	4
C	100,000	199,999	1	2	3	4
D	70,000	99,999	1	2	3	4
E	35,000	69,999	1	2	3	4
F	20,000	34,999	1	2	3	4
G	8,000	19,999	1	2	3	4
H	-	7,999	1	2	3	4
N	Negative net worth					
O	Net worth undetermined (account unavailable or older than 2 years)					

Risk indicator	Probability of Failure	Guide to Interpretation
1	Minimum Risk	Proceed with transaction – offer extended terms if required
2	Lower than average risk	Proceed with transaction



3	Higher than average risk	Proceed with transaction but monitor closely
4	High risk	Take suitable assurances before extending credit
5	Undetermined	Insufficient information to assign a risk indicator

- Part C – Credit Ratings

Not Applicable.

- Part D – Calculation Methodology for Financial Indicators

1.1 The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

#### **General methodology**

1. **Terminology:** The terms referred to in this Attachment 7.4 (Financial Distress) are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

#### **Specific Methodology**



Financial Indicator	Specific Methodology
<b>1</b> <b>Operating Margin</b>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
<b>2</b> <b>Net Debt to EBITDA Ratio</b>	<p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p>The calculation of EBITDA shall exclude exceptional items.</p> <p>Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p>EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</p>



## **Attachment 7.6 – Anticipated Savings**

Not applicable.



## Attachment 8.1 – Representation and Structure of Boards

### Operational Board Representation and Structure

Authority Members of Operational Board	XXXX
Supplier Members of Operational Board	
Start Date for Operational Board meetings	
Frequency of Operational Board meetings	
Location of Operational Board meetings	

### Partnership Review Board Representation and Structure

Authority members of Partnership Review Board	XXXX
Supplier members of Partnership Review Board	
Start date for Partnership Review Board meetings	
Frequency of Partnership Review Board meetings	
Location of Partnership Review Board meetings	



Authority Members of Strategy Development Board	
Supplier Members of Strategy Development Board	
Start Date for Strategy Development Board meetings	
Frequency of Strategy Development Board meetings	
Location of Strategy Development Board meetings	



## Attachment 8.4 – Transparency Reports and Records to Upload to Virtual Library

### Part A - Transparency Reports

Transparency Reports that shall apply throughout the Term of the contract unless explicitly agreed by Buyer and Supplier on an individual Statement of Work (SoW) basis. Additional Reports can be agreed on a SoW basis.

Title	Content	Format	Frequency
Project performance report	Produce a project performance report thirty (30) days after the Implementation Commencement Date and then each Reporting Period thereafter, detailing as a minimum the following: <ul style="list-style-type: none"> <li>i. Progress against plan</li> <li>ii. Status of Deliverables</li> <li>iii. Actions</li> <li>iv. Dependencies</li> <li>v. Risks and Issues</li> <li>vi. Resource Management</li> <li>vii. Benefits realisation</li> </ul>	Excel	Monthly
Weekly project status report	This shall include as a minimum the planned and forecast dates for such Deliverables and such other information as the Buyer may request, including but not limited to: <ul style="list-style-type: none"> <li>i. Planned and forecast dates for Deliverables</li> <li>ii. Plan including, but not limited to: <ul style="list-style-type: none"> <li>a. status for overall project (previous and current report);</li> <li>b. summary of progress;</li> <li>c. outcomes expected for the next week;</li> <li>d. key dependencies for the next week;</li> <li>e. key risks and Issues; and</li> <li>f. Supplier's transition costs/finance update</li> <li>g. and such other information as the Buyer may request.</li> </ul> </li> </ul>	Excel	Weekly



Recommendation report	Complete recommendation reports as detailed throughout the requirements in Attachment 2.11	TBD	TBD
Project closure report	Provide a Project Closure Report Deliverable as part of Ordinary Exit including: <ul style="list-style-type: none"> <li>• Quantified benefits</li> <li>• Quantified performance improvements</li> <li>• Deliverables' inventory</li> <li>• Ongoing risks and issues log</li> <li>• Defects log hand-over</li> <li>• Lessons learned report</li> <li>• Payment and Charging Closure report</li> <li>• Buyer assets Return confirmation</li> <li>• Provision of Data Retention</li> <li>• Confirmation of knowledge transfer and capability uplift</li> </ul>	TBD	End of Phase / Project
Performance report	KPI and SPI performance	Excel	Monthly
Call of contract charges	Supplier to provide detailed breakdown of charges against: <ul style="list-style-type: none"> <li>i. Each phase</li> <li>ii. Individual SoWs</li> <li>iii. Use of Rate Card</li> </ul>	Excel	Monthly
Social Value delivery	Supplier to detail measurement against Social Value SPIs	TBD	Quarterly
Service Credits	Supplier to detail any Service Credits to be applied following KPI and SPI Report.	Excel	Monthly / Upon Milestone completion





**Part B - Records to Upload to Virtual Library**

<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Cl.5.5 (e), (f) 17.1(a), 17.2(a)(ii)	Documentation	As appropriate and agreed by the Buyer	Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable.	-	Buyer
Cl 14.3	Key Personnel	Attachment 9.2	Effective Date	On replacement of Key Personnel	Buyer
Sch 2.2,Part B Para 2.3	Performance Monitoring Report and the Balanced Scorecard Report	Sch 2.2, Part B	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Buyer
Sch 2.4, Para 4	Core Information Management System Diagram	Attachment 2.4	Operational Services Commencement Date	Any update, annually and after any of the events in para 6.13	Buyer
Sch 2.4, Para 6	Risk Management Documentation	Sch 2.4, Annex 3	Operational Services Commencement Date	Any update, annually and after any of the events in Schedule 2.4, para 6.13 of	Buyer
Cl 22	Commercially Sensitive Information	Attachment 4.2	Effective Date	Upon Contract by the Buyer to vary the information	Buyer and/or Auditor



Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
CI 6.4	Detailed Implementation Plan	Sch 6.1	Within 20 Working Days of Effective Date	Every 3 months from Effective Date	Buyer
Sch 7.1, Part E Para 1.1	Template Invoice	As appropriate and agreed by the Buyer	Within 10 Working Days of the Effective Date	Upon Contract by the Buyer to vary the template	Buyer
Sch 7.1, Annex 4	Risk Register	Attachment 7.1 (Part C)	Effective Date	Upon Contract by the Buyer to vary the by the Risk Management Board	Buyer
Sch 7.4 Para 2.3(b)	Financial Indicator Reports	Sch 7.4 para 2.5	As specified in para 2.3(b) of Sch 7.4	As specified in para 2.3(b) of Sch 7.4	Buyer
Sch 7.4 Para 4.3(b)	Financial Distress Remediation Plan	As appropriate and agreed by the Buyer	As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Buyer
Sch 7.5, Part B, para 1.2	Contract Amendment Report	Sch 7.5, Part B, para 1.2	Within 1 month of a material change being agreed		Buyer



Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
P	Quarterly Contract Report	Sch 7.5, Part B, para 1.2	Within 1 month of the end of each Quarter		Buyer
Sch 7.5, Part B, para 1.2	Annual Contract Report	Sch 7.5, Part B, para 1.2	Within 1 month of the end of the Contract Year to which that report relates		Buyer
Sch 7.5 Part B, para 1.2	Financial Reconciliation Report	Sch 7.5, Part B, para 1.2	Within 6 months after the end of the Term		Buyer
Sch 8.1, Para 3.3	Representation and Structure of boards	Attachment 8.1	Within 7 days of receipt of intention, or in the case of a non-Buyer board member agreement by the Buyer		Buyer
Sch 8.1, Para 3.5(e)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Buyer	Within 7 days of receipt from chairperson		Buyer
Sch 8.2 Para 4.3	Impact Assessment Estimate	As appropriate and agreed by the Buyer	Within 10 Working Days of date of receiving change request.		Buyer



Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.2 Para 5	Impact Assessment	As appropriate and agreed by the Buyer	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Buyer to update under Schedule 8.1 Para 5.7	Buyer
Sch 8.2, Para 2.6	Update full copy of the Contract and copy of annotated version illustrating changes	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Buyer
Sch 8.2, Para 4	Change Request	Sch 8.2, Annex 1	Within 10 working days of Buyer issuing the Change Request		Buyer
Sch 8.3, Para 2.1	Dispute Notice	Sch 8.3 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Buyer
Sch 8.3, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Buyer
Sch 8.4, Para 1	Reports and Records Provisions	Sch 8.4, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 8.4, Annex 1	Buyer
Sch 8.5, Para 2.1 (a)	Register of All Assets, Sub-contracts and Other Relevant Contracts	As appropriate and agreed by the Buyer	Within 3 months of the Effective Date	Any variation	Buyer



Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.5, Para 2.1 (b)	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Buyer	Within 3 months of the Effective Date	Any variation	Buyer
Sch 8.5, Para 3.1	Exit Information	As appropriate and agreed by the Buyer	On reasonable notice given by the Buyer at any point during the Term	Within 10 Working Days of Buyer's written request	Buyer and its potential Replacement Suppliers
Sch 8.5, Para 4.1	Exit Plan	Sch 8.5, Para 4.3	Within 3 months of the Effective Date	In the first month of each contract year; and  Within 14 days if requested by the Buyer following a Financial Distress Event  Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract.	Buyer
Sch 8.5, Para 5.7 (b)	Buyer Data (handback)	Sch 8.4, Para 3 and/or as appropriate and agreed by the Buyer	At the end of the Termination Assistance Period	-	Buyer



Crown  
Commercial  
Service

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.5, Annex 1, Para 1, Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Buyer	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Buyer	
Sch 8.6 Service Continuity	Service Continuity Plan	Sch 8.6, Para 2.2	Within 40 days from the Effective Date	Sch 8.6, Para 7.1	Buyer
Sch 8.6, Para 6.2	Service Continuity Plan Review Report	Sch 8.6, Para 6.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.		
Sch 8.6	Corporate Resolution Planning Information	Sch 8.6, Para 11.3	Sch 8.6 Part 2 Para 11.2	Sch 8.6, Para 11.8	Buyer
Sch 7.4 Para 8	Board Confirmation	As set out at Annex 5 of Sch 7.4	Within 120 days of the first Accounting Reference Date to occur	Within 15 months of the previous Board Confirmation provided or within 120 days after each Accounting Reference Date (whichever is the earlier)	Buyer



Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 9.1, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Buyer	Sch 9.1, Para 1.1 A-D	At such intervals as are reasonably requested by the Buyer	Buyer
Sch 9.1, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Buyer	At least 20 Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Buyer and, at the discretion of the Buyer, the Replacement Supplier and/or any Replacement Subcontractor
Sch 9.1, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Buyer	Effective Date		Buyer
Sch 9.1, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Buyer	Within 5 Working Days following the Service Transfer Date	-	Buyer, any Replacement Supplier and/or Replacement Sub-contractor
Sch 9.2	Key Personnel	Attachment 9.2	Effective Date	As amended from time to time	Buyer



<b>Applicable Clause/ Paragraph</b>	<b>Required Data</b>	<b>Format of Data</b>	<b>Initial Upload Date</b>	<b>Update Requirement</b>	<b>Access Permission and Access Event (where applicable)</b>
Sch 11, Annex Para 2.1	Reports on Data Subject Access Requests	As appropriate and agreed by the Buyer	As agreed with Buyer	As agreed with Buyer	Buyer and Supplier



## **Attachment 9.1 – List of Notified Sub-Contractors**

Not applicable.

## Attachment 9.2 – Key Personnel

Key Role	Name of Key Personnel	Responsibilities/ Authorities	Phase of the project during which they will be a member of Key Personnel	Minimum period in Key Role
Transformation Programme Manager	TBC	Supplier representative	Phases 0, 1, 2	

## Attachment 11 – Processing Personal Data

**To be completed prior to Contract signature with the successful Supplier. Note that the GDPR Clauses in HMRC's mandatory clauses will supersede this attachment.**

This Attachment 11 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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:

XXXX

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

XXXX

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 11.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Clause 23.2 to 23.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>To enable the Supplier to fulfil the requirements as specified in Attachment 2.11</li></ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 23.2 to 23.15 of the following Personal Data:</i></p> <ul style="list-style-type: none"><li>Not applicable</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"><li>Not applicable</li></ul>

	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• Not applicable</li> </ul>
Duration of the processing	For the duration of the contract (2+1 years)
Nature and purposes of the processing	The Buyer intends to partner with the supplier to advise, design and support its internal SMI function, increasing the maturity of HMRC's existing policies, processes, standards and ITIL 4 practices, and where required, defining & implementing those that do not currently exist, enabling a standardised approach to Service Integration and Management throughout CDIO. Therefore, the Supplier will have access to Buyers organisational charts, HMRC Staff contact details, etc.
Type of Personal Data	<p>Individual contact details - name, work address,</p> <p>Corporation / business details – name, address, credentials allocated when the user has registered with the service.</p>
Categories of Data Subject	<ul style="list-style-type: none"> <li>• Members of HMRC Staff</li> </ul>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Destruction of data is not in scope for the Supplier.</p> <p>Data retention policies in place, data retained up to 4 years.</p>