

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

Order Form

CALL-OFF REFERENCE: SR1663236473 Digital Platforms New Build Contract 3

THE BUYER: The Commissioners for His Majesty's Revenue and Customs (HMRC)

BUYER ADDRESS HM Revenue & Customs, 100 Parliament Street, London, SW1A 2BQ

THE SUPPLIER: Netcompany UK Limited

SUPPLIER ADDRESS: 6th Floor 2 Pancras Square, London, N1C 4AG

REGISTRATION NUMBER: 08568559

DUNS NUMBER: 219473693

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15 April 2024.

It's issued under the Framework Contract with the reference number RM6335 for the provision of Digital and Legacy Application Services.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Call-Off Schedule 20 (Specification)).

CALL-OFF LOT(S):

Lot 2a: digital, integration and programme application services (large scale);

Framework Ref: RM6335
Project Version: v1.0
Model Version: v3.8

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules including for the avoidance of doubt Call-Off Schedule 23 (HMRC Mandatory Terms) under Special Term 1.
2. Joint Schedule 1 (Definitions and Interpretation) RM6335
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6335

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules for SR1663236473 Digital Platforms Build

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)

○ Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

1. Special Term 1 – the provisions set out in Call-Off Schedule 23 (HMRC Mandatory Terms) shall apply where HMRC is the named Buyer for this Call-Off Contract.
2. Special Term 2 – the Buyer reserves the right to invoke the use of Joint Schedule 8 – Guarantee for PSC, subject to company financial due diligence.
3. Special Term 3 – the Buyer reserves the right to invoke the use of Joint Schedule 7 – Financial Difficulties, subject to company financial due diligence.
4. Special Term 4 – The Buyer has included greater detail of how the Indexation process will operate, see Call-Off Schedule 5 (Pricing Details).

CALL-OFF START DATE: 15 April 2024

CALL-OFF EXPIRY DATE: 14 April 2027

CALL-OFF INITIAL PERIOD: Three (3) years

CALL-OFF INITIAL PERIOD: Two optional one (1) year extensions

CALL-OFF ANTICIPATED VALUE: Zero-committed value contract.

Maximum £75,300,000 over initial 36-month term, with maximum of £29,000,000 for the first 12-month extension, and £31,000,000 for the second, subject to the Buyer's approval to extend.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification).

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£24,500,000**.

CALL-OFF CHARGES

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices). The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing, and signed by the Buyer and Supplier, in accordance with the Variation Procedure, and only due to:

- Indexation, in line with the details set out in Call-off Schedule 5
- Specific Change in Law in accordance with Clause 24 of the Core Terms
- A Benchmarking Review in accordance with Call-Off Schedule 16 (Benchmarking)
- A change at the Buyer's request to the scope, nature, volume or execution of the Deliverables and/or to the Specification.

REIMBURSABLE EXPENSES

See details in Call-Off Schedule 23 (HMRC Mandatory Schedule).

PAYMENT METHOD

The Buyer operates with the SAP Ariba Buying and Invoicing platform internally badged as myBUY, therefore the Supplier will be obliged to receive Purchase Orders from and transact invoices back to the Buyer over the SAP Ariba network.

BUYER'S INVOICE ADDRESS:

Redated text under FOIA Section 40 Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

Redated text under FOIA Section 40 Personal Information

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9, Call-Off Schedule 20 and Call-Off Schedule 23.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redated text under FOIA Section 40 Personal Information

Framework Ref: RM6335

Project Version: v1.0

Model Version: v3.8

SUPPLIER'S CONTRACT MANAGER

Redated text under FOIA Section 40 Personal Information

PROGRESS REPORT FREQUENCY

Monthly, on the first Working Day of each calendar month, or to suit the Buyer's requirements.

PROGRESS MEETING FREQUENCY

Monthly, on the first Working Day of each calendar month, or to suit the Buyer's requirements.

KEY STAFF

Redated text under FOIA Section 40 Personal Information

KEY SUBCONTRACTOR(S)

Create Change London Ltd
Butterfly Projects Ltd
Opencast Software Europe Ltd
Tecknuovo Ltd
Actica Consulting Ltd
Mercator IT Solutions Ltd (T/A Mercator Digital)

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 Commercially Sensitive Information

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: **15% of Charges invoiced in the Service Period.**

The Service Period is: Three Months

A Critical Service Level Failure is: an Inadequate (Red) failure of a Critical Service Level as specified in Call-off Schedule 14 within a Service Period, or a failure to meet Good Target (Green) across all Service Levels in Annex A of Call-off Schedule 14 on three (3) occasions within a Service Period, or five (5) occasions if Annex B of Call-off Schedule 14 is being utilised.

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Reference to Special Term 2.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and the Key Performance Indicators set out in Call-Off Schedule 15 (Call-Off Contract Management).

INDEXATION

Details have been included in Call-off Schedule 5 (Pricing Details).

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works as per the process in Call-Off Schedule 20 (Specification).

INNOVATION FUND

During the Call-Off Contract Period, the Buyer may approve and along with the Supplier execute Statements of Works for use of the Innovation Fund detailed in Call-Off Schedule 20 (Call-Off Specification).

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redated text under FOIA Section 40 Personal Information	Signature:	Redated text under FOIA Section 40 Personal Information
Name:	Redated text under FOIA Section 40 Personal Information	Name:	Redated text under FOIA Section 40 Personal Information
Role:	Redated text under FOIA Section 40 Personal Information	Role:	Redated text under FOIA Section 40 Personal Information
Date:	10 April 2024	Date:	10 April 2024

