

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 **14th June 2021** between the Supplier (as defined below) and the His Majesty's Revenue and Customs (HMRC) (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 [<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 Term.

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:

1. This document headed "Order Form";
2. 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 Benchmarks)	See Schedule 7.3 (Benchmarking)
Attachment 7.4 (Financial Distress)	See Schedule 7.4 (Financial Distress)
	Schedule 7.5 (Financial Reports and Audit Rights)
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)

3. Lot 4 Call-Off Terms

4. Call-Off Schedules

REDATED TEXT under FOIA Section 43 Commercial Interests.

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) 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;
- (c) the Call-Off Terms (including the Schedules and their Annexes and Call-Off Schedule 13, Authority's Mandatory Terms) (other than Schedule 2.2 (Performance Levels) and its Annexes which is dealt with above in (b));
- (d) the Project Work Order (PWO), which from time to time, may require specific agreements, agreed by the Buyer's Commercial contract manager, to be entered into by the Parties to meet the Buyer's requirements;
- (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:	SR1490688858
Contract Title:	ECC 6.0 EOPS ETMP Run and Change Services
Contract Description:	To provide the continued running of ECC 6.0 delivering run and change services. Key services include: Operation, service desk, change co-ordination and release services, infrastructure support, maintenance and delivering the end-to-end change lifecycle from discovery through to integrating to live services, early live support and project closure for all change orders.
Contract Anticipated Potential Value: this £403,265,388.00 (ex VAT) should set out the total potential value of the Contract	

Buyer details

Buyer organisation name

His Majesties Revenue and Customs

Billing address

Your organisation's billing address - please ensure you include a postcode

100 Parliament Street, London, SW1A 2BQ

Buyer representative name

The name of your point of contact for this Order

REDACTED TEXT under FOIA Section 40 Personal Information

Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 44.3 of the Call-Off Terms.

REDACTED TEXT under FOIA Section 40 Personal Information

Buyer Project Reference

Please provide the customer project reference number.

SR1490688858

Supplier details

Supplier name

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

Capgemini UK PLC

Supplier address

Supplier's registered address

1 Forge End, Woking, 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.

REDACTED TEXT under FOIA Section 40 Personal Information

Supplier representative contact details

Email and telephone contact details of the supplier's representative

REDACTED TEXT under FOIA Section 40 Personal Information

Order reference number

A unique number provided by the supplier at the time of quote

Not Applicable

Section B

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

Framework Lot under which this Order is being placed

Guidance Note: where a buyer is conducting a multi-lot procurement and Lot 4 is one of those (which in that case this Order Form and corresponding Call-Off Terms will apply to all Lot(s) under that procurement, tick below which Lot(s) apply in addition to Lot 4.

- | | |
|---|-------------------------------------|
| 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 type="checkbox"/> |
| 4. MAJOR SERVICES TRANSFORMATION PROGRAMMES | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part 2 – Contract Details

Term

Guidance Note – this should be a period in months from the Effective Date should not exceed the maximum permitted duration for Lot 4 which is 84 months (7 years)

Initial Term

Guidance Note – this should be a period in months from the Effective Date, up to the maximum period set out above

60 months (5 years)

Extension Period

Guidance Note – where the initial term above is not for the maximum permitted term and the buyer wants the option to include an extension period then inset the period of the extension in months, noting always that this cannot exceed the maximum permitted duration for Lot 4 (including the initial term) of 84 months (7 years).

24 months (as 2 x 12-month extensions)

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 PWO 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.

Supplier Premises:

Capgemini Estate, the location as specified in each PWO or remote working.

Third Party Premises:

Third Party Premises, the location as specified in each PWO.

Buyer Assets

Items licensed or leased by the Buyer to the Supplier, including HMRC IT equipment, data, software, systems, and network access.

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.

Third Party Public Liability Insurance (£) - 5,000,000

Professional Indemnity Insurance (£) - 5,000,000

Employers Liability Insurance (£) - 5,000,000

Goods

Guidance Note: list any Goods and their prices.

N/A

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 this Contract.

Section C

Part 1 – Additional and Alternative Buyer Terms

Alternative Clauses and Additional Clauses(see Annex 3 of Framework Schedule 4)

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

Part A – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Collaboration Agreement	<input checked="" 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

Guidance Note: Tick any applicable boxes below

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)

Guidance Note: where Clause C1 (Collaboration Agreement) has been selected in Part 1 of Section C above, include details of organisation(s) required to collaborate immediately below.

Please refer Schedule 12

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Effective Date:

REDATED TEXT under FOIA Section 43 Commercial Interests.

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	REDACTED TEXT under FOIA Section 40 Personal Information
Job role/title	REDACTED TEXT under FOIA Section 40 Personal Information
Signature	REDACTED TEXT under FOIA Section 40 Personal Information
Date	

For and on behalf of the Buyer

Name	REDACTED TEXT under FOIA Section 40 Personal Information
Job role/title	REDACTED TEXT under FOIA Section 40 Personal Information
Signature	REDACTED TEXT under FOIA Section 40 Personal Information
Date	