



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

Order Form

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

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

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

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

This Order Form shall comprise:

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

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

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form;



- c) the Call Off Terms; and
- d) Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	SR684730251
Contract Title:	UK Corporation Tax
Contract Description:	Support and maintenance of the Corporation Tax (COTAX) technical services
Contract Anticipated Potential Value:	this [REDACTED] should set out the total potential value of the Contract
Estimated Year 1 Charges:	[REDACTED]
Contract Commencement Date:	16 February 2022
Service Commencement Date:	1 July 2022

Buyer details
Buyer organisation name Her Majesty's Revenue & Customs
Billing address Your organisation's billing address - please ensure you include a postcode 100 Parliament Street, London SW1A 2BQ
Buyer (Authority) representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. [REDACTED]
Buyer Project Reference Please provide the customer project reference number. SR684730251



Supplier details

Supplier name

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

Supplier address

Supplier's registered address
[REDACTED]

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

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

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.
SR684730251

Guarantor details

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

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

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

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

Part B – The Services Requirement

Commencement Date: 16 February 2022

Operational Service Commencement Date 1 July 2022

Contract Period

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

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

Initial Term Months

36 months after the Operational Service Commencement Date

Extension Period (Optional) Months

HMRC will make a decision on 2 further extensions – first extension of 12 months, followed by a second extension of 12 months giving a period of 24 months in total; which is likely to be exercised if performance is as expected.

Minimum Notice Period for exercise of Termination Without Cause

6 months



Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Services will be delivered remotely. If the Supplier is required to have a presence in HMRC offices or premises this will be agreed by both parties according to HMRC business needs.

Please note, HMRC have excluded the Corporation Tax technical services from offshoring.

Supplier Premises:

Not applicable

Third Party Premises:

Not applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms
None

Additional Standards

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

Please refer to HMRC's Suppliers Policies and Procedures Manual (SPPM) which contains copies of all policies, processes, procedures and standards provided to HMRC's suppliers

Buyer Security Policy

Please refer to [Security policy framework, May 2018 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/684812/Security_policy_framework_May_2018.pdf)

Buyer ICT Policy

-

Insurance

[Redacted]

[Redacted]

Buyer Responsibilities



The Buyer shall, reasonably in advance of the relevant Services being provided, notify the Supplier of any laws that relate exclusively to the Buyer or its sector that are relevant to the Services including reasonable detail of what is required in order to comply

Goods

Not Applicable

Governance

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

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

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

Change Control Procedure – Part B

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

-



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses

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

Part A – Additional Schedules

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

Part B – Additional Clauses

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

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

Part C - Alternative Clauses

The following Alternative Clauses will apply:

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

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



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

Additional Schedule S3 (Security Requirements)

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

[REDACTED]

Additional Schedule S4 (Staff Transfer)

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

Not Applicable

Additional Clause C1 (Relevant Convictions)

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

Not applicable

Additional Clause C3 (Collaboration Agreement)

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

[REDACTED]

[REDACTED]

[REDACTED]



Section D Supplier Response

Commercially Sensitive information

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]



Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	



For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	



Attachment 1 – Services Specification

Refer to Attachments 1 as below:

Attachment 1A	Service Specification and Requirements  Attachment%201A%20-%20Service%20Sp
Attachment 1B	Business Application Support and Maintenance (BASM) Services
Attachment 1C	Business Application Development Services
Attachment 1D	Integration Services
Attachment 1E	Strategy, Architecture and Feasibility Analysis Services
Attachment 1F	Corporation Tax (COTAX) Technical Specification  Attachment%201F%20-%20COTAX%20Spe
Attachment 1G	Transition & Implementation Plan

Clarifications

Clarification Questions sheet final



Clarification%20Questions%20and%20Ans



Attachment 2 – Charges and Invoicing

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

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

Part A – Milestone Payments and Delay Payments

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

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
■	■	■	■	
■	■	■	■	

Part B – Service Charges

Refer to and complete Appendix C – Pricing Form

Charge Number	Service Charges
[Service Line 1]	
■	■
[Service Line 2]	
■	■



<div> <div></div> <div></div> </div>	<div> <div></div> <div></div> </div>
<div> <div></div> <div></div> </div>	<div> <div></div> <div></div> </div>
<div> <div></div> <div></div> </div>	<div> <div></div> <div></div> </div>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Part D – Risk Register

Not used

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



Crown
Commercial
Service

Part E – Early Termination Fee(s)



Attachment 3 – Outline Implementation Plan

[illegible]



Attachment 4 – Service Levels and Service Credits

Refer to the following attachments:

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



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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

Part A – Key Supplier Personnel

To be completed at contract award.

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

Key Supplier Personnel	Key Role(s)	Duration

Part B – Key Sub-Contractors

To be completed at contract award. Not Applicable

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

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




Attachment 6 – Software

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

Part A – Supplier Software

To be completed at contract award. Not Applicable

The Supplier Software includes the following items:

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

Part B – Third Party Software





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 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

To be completed at contract award.
PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier		
[Guarantor] Not Applicable		
[Key Sub-contractor 1] Not Applicable		
[Key Sub-contractor 2]		

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Attachment 8 – Governance

Refer to Annex 2 – Call-Off Contract Management

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

Strategy Development Board	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Partnership Review Board	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Commercial Management Board	

Operational Board	

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

[illegible][illegible]





	<div></div> <div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

Attachment 10 – Transparency Reports

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]		
[REDACTED]			[REDACTED]
[REDACTED]			[REDACTED]

Annexes

Refer to the following documents

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