



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Appendix A - Lot 1 Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

Her Majesty's Revenue & Customs (HMRC),

Billing address

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

100 Parliament Street, Westminster, London, SW1A 2BQ;

Customer representative name

The name of your point of contact for this Order

[REDACTED]

Customer representative contact details

Email and telephone contact details for the Customer's representative

[REDACTED]

Supplier details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement



Atos IT Services UK Limited

Supplier address

Supplier's registered address

Second Floor, Mid City Place, 71 High Holborn, London WC1V 6EA

Supplier representative name

The name of the Supplier points of contact for this Order

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative

[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

[REDACTED] SR475914830

Section B Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- | | |
|--|-------------------------------------|
| 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"/> |
| 4. PROGRAMMES & LARGE PROJECTS | |
| a. OFFICIAL | <input type="checkbox"/> |
| a. SECRET (& above) | <input type="checkbox"/> |

Customer project reference

Please provide the customer project reference number.

SR475914830

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

Anticipated to be 20/07/2021.

Call Off Contract Period (Term)



A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5-year term for this Lot

Call Off Initial Period Months
24 months

Call Off Extension Period (Optional) Months
Three further periods of 12 months (1 +1 + 1 = 3)

Minimum Notice Period for exercise of Termination Without Cause 30 days
(Calendar days) Insert right (see Call Off Clause 30.7)

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

List below if applicable

HMRC mandatory terms – see attached in Appendix 1

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document

Security Policy Appendix 4

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

Not required at the time of contract

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

Service requirements and Atos response are set out in Appendix 2.

Statements of Works (SoW)

All services are to be agreed and delivered under a SoW. It is suggested they are set out in a similar format to the attached Appendix 3, however, can be drafted to meet the needs of the specific project.

Example Appendix 3



Location/Site(s) for provision of the Services

HMRC Estate

See 'Glossary' in Further Competition Document for Digital Delivery Centres - Development and Support Services Contract – SR475914830

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Please see Annex 2 - HMRC Mandatory clauses

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).



C: Call Off Guarantee



D: Relevant Convictions



E: Security Requirements



A3: Staff Transfer

A4: Exit Management

A: PROJECTS - Optional

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)



A1: Testing



A2: Key Personnel



G: Security Measures



B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

H: MOD Additional Clauses



B1: Business Continuity and Disaster Recovery



B2: Continuous Improvement & Benchmarking



Alternative Clauses



B3: Supplier Equipment	<input type="checkbox"/>	To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses	
B4: Maintenance of the ICT Environment	<input type="checkbox"/>	Tick any applicable boxes below	
B5: Supplier Request for Increase of the Call Off Contract Charges	<input type="checkbox"/>	Scots Law Or	<input type="checkbox"/>
B6: Indexation	<input type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

Organisations required to collaborate
(Collaboration Suppliers)

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date *insert right*

OR

An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.

tick box (right) and append as a clearly marked complete document

☐

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

Third Party Software

Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

**Call Off Contract Charges and Payment Profile** (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

[Redacted]

[Redacted]

Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

As set out in the Further Competition Document - Indicative potential value is £40m - £70m during the initial two-year term -

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

[Redacted]

Professional Indemnity Insurance (£)

[Redacted]

Transparency Reports (see Call Off Schedule 6)

A monthly report is to be produced by the Supplier and discussed at a monthly contract management meeting/call. The content of the report shall be agreed by both parties following the signing of this agreement.

Title	Content	Format	Frequency
[Performance]			
[Call Off Contract Charges]			
Social Value			
[Technical]			
[Performance management]			

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer
– from the Call Off Commencement Date (Working Days)

20 working days



Where applicable insert right

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

10 working days

Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

BCDR (see Call Off Schedule B1)

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.



An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract tick box (right) and append as a clearly marked complete document

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

30.

Where applicable insert right

Disaster Period (calendar days)

Click here to enter text.

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

X - Service Failures (number)

Where applicable insert right

Click here to enter text.

Y – Period (Months)

Where applicable insert right

Click here to enter text.

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles

[Redacted]

Customer Responsibilities

List below or append as a clearly marked document

[Redacted]

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)



None stated in tender submission

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

Atos Response and Pricing Information:

Appendix D – Rate Card Financial Template

Atos DDC response as submitted on the HMRC Ariba portal

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.



Section E

Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	



Crown
Commercial
Service

Appendix 1



Annex 2 - HMRC
Mandatory Clauses v

Appendix 2

Appendix 3

Appendix 4



HMRC Security
Policy.pdf

Appendix 5