

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

Order Form

CALL-OFF REFERENCE: SR1865387347 Income Tax Sub Domain

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

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

THE SUPPLIER: Capgemini UK plc

SUPPLIER ADDRESS: 1 Forge End, Woking, Surrey, GU21 6DB

REGISTRATION NUMBER: 00943935

DUNS NUMBER: 211980537

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15th January 2025. It is 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 Annex 1).

Upon the execution of each Statement of Work it shall become incorporated into the Call-Off Contract.

CALL-OFF LOT(S):

Lot 3: Digital, Application and Integration Run Services

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 Schedule) under Special Term 1.
2. Joint Schedule 1(Definitions and Interpretation) RM6335
3. Framework Special Terms listed below.
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6335
 - Joint Schedule 1 (Definitions)
 - 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 SR1865387347 Income Tax Sub Domain
 - 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)

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- Call-Off Schedule 20 (Call-Off Specification)
5. Attachment 4 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 Schedule) 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 a Guarantee materially in the form set out in Joint Schedule 8 (Guarantee), 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 the operations of the Indexation process see Call-Off Schedule 5 (Pricing Details)
5. REDACTED TEXT under FOIA Section 43 Commercial Interest

CALL-OFF START DATE: 15th January 2025

CALL-OFF EXPIRY DATE: 14th January 2031

CALL-OFF INITIAL PERIOD: Six (6) years

CALL-OFF EXTENSION PERIOD: No extensions

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 estimated at circa £20,000,000.

Framework Ref: RM6335

Project Version: v1.0

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 varied by agreement in writing and signed by the Buyer and the Supplier, in accordance with the Variation Procedure, and only due to:

- Indexation, in line with the details set out in the Attachment 10 Pricing Template
- 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 20 (Specification).

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:

REDACTED TEXT under FOIA Section 40 Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED 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

REDACTED TEXT under FOIA Section 40 Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40 Personal Information

PROGRESS REPORT FREQUENCY

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

PROGRESS MEETING FREQUENCY

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

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

REDACTED TEXT under FOIA Section 43 Commercial Interest

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). has context menu. 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

At the Call-Off Start Date the Parties agree that a Guarantee is not required. 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).

INDEXATION

Details have been included in the Attachment 10 Pricing Template and Call-Off Schedule 5 Pricing Details.

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier will agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions

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detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

PAYMENT TERMS

Details have been included in Call-Off Schedule 5 Pricing Details and Attachment 5 Core Terms.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Appendix 4b to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

The details set out within the SoW apply only in relation to the Deliverables detailed herein and will not apply to any other SoWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Annex 1 (Template Statement of Work)

Upon execution, the SoW forms part of the Call-Off Contract (reference below).

The Parties will execute a SoW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SoW in respect of each, or alternatively agree a Variation to an existing SoW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

Details have been included in Appendix 4a Statement of Work Process Flow, Appendix 4b ITSD Statement of Work Template and Appendix 4c Statement of Works Process and Appendix 4d Statement of Works Cancellation Policy.