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# **RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)**

## Order Form

CALL-OFF REFERENCE: SR1032578788

THE BUYER: His Majesty’s Revenue and Customs

BUYER ADDRESS 100 Parliament Street,

Westminster, London,

SW1A 2BQ

THE SUPPLIER: Accenture (UK) Limited

SUPPLIER ADDRESS:30 Fenchurch Street, London, EC3M 3BD

REGISTRATION NUMBER:04757301

DUNS NUMBER: 73-493-9007

SID4GOV ID: **[Insert** if known]

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 16 May 2023.

It’s issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy Services.

### CALL-OFF LOT(S):

**Lot 3 Complex & Transformation**

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

* + 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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

### Call-Off Schedules

* + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 4 (Call-Off Tender)
  + Call-Off Schedule 5 (Pricing Details)
  + 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 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 23 (HMRC Terms)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)
3. 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**.**

Supplier terms are not 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:

**Call-off start date: 01 June 2023**

**Call-off expiry date: 31 May 2025**

**Call-off initial period: 2 years**

**CALL-OFF OPTIONAL EXTENSION PERIOD 1:** Up to 12 months

**CALL-OFF OPTIONAL EXTENSION PERIOD 2:** Up to 12 months

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### Call-off deliverables

Call – off Schedule 20 (Specification) 3.6 Statement of Works (SoWs). With reference to 3.6.1d, once the final SoW proposal is agreed by both parties, HMRC will attach/include the SoW proposal as part of the Call-Off Contract documentation, using Joint Schedule 2 (Variation Form).

### Security

Call – off Schedule 9 (Security)

Part A Long form security requirements apply;

Part B Annex 1: Baseline Security Requirements;

Part B Annex 2: Security Management Plan

The requirement of Clause 5.1 of Joint Schedule 9 (Security), covering the provision of a fully reviewed and updated Security Management Plan by the Supplier, will be satisfied by the Supplier providing an updated Security Management Plan in the same form as Call-Off Schedule 9 (Security) Part B Annex 2 upon written request by HMRC following each anniversary of this Call-Off Contract, or when otherwise requested.

### 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 are:

£5,500,000 (excluding VAT)

### Call-off charges

£15,000,000 (excluding VAT). Aside from the fees for the statement of work detailed within the Supplier’s Call-Off Tender, the Buyer does not make any commitment to spend this amount.

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 between the Buyer and the Supplier because of:

* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

### Reimbursable expenses

Expenses are reimbursable where they are incurred in line Framework Schedule 3, Paragraph 4.

### Payment method

SAP Ariba Invoicing

### Buyer’s invoice address

XXXXXXXXXXX, Contract Management Lead,

XXXXXXXXXXX

Trinity Bridge House, 2 Dearmans Place, Salford, M3 5BS

### Buyer’s security policy

Appended at Call-Off Schedule 9 Part B Annex 2: Security Management Plan

### Supplier’s authorised representative

**Accenture Leadership**

30 Fenchurch Street, London, EC3M 3BD

### Supplier’s contract manager

**Commercial and Contract Management Lead**

30 Fenchurch Street, London, EC3M 3BD

### Progress report frequency

The Supplier will be required to provide weekly progress reports to the Buyer containing the following information:

* The activities completed within that week
* The activities anticipated for the week ahead
* The time and resource spent within the week and to date against the contract
* Any issues or escalations (unless urgent, in which case, they should be raised when identified)

These reports shall be provided on Friday of each week, starting from the two weeks following the Call-Off Start Date. In the event that reports are due to be provided on a non-working day, due to the occurrence of a bank holiday, for example, the parties shall agree an alternative date for provision of the report. This shall not affect the supplier’s adherence to the relevant Service Level. The contracting authority may require the supplier to attend a progress report meeting following the provision of each progress report.

The Supplier is to provide quarterly Progress Reports in relation to the delivery of the social value commitments within its Call-Off Tender. At the yearly anniversary of the Call-Off Start Date, the Supplier shall produce an annual social value report, as stated within its Call-Off Tender.

### Progress meeting frequency

At the end of each calendar week, beginning one week from the Call-Off Start Date

**Key staff**

**Engagement Lead**

9C, Cobalt Business Park, 5 Quick Silver Way, Newcastle upon Tyne NE27 0QQ

**Delivery Lead**

**30 Fenchurch St, London EC3M 3BD**

**Programme Assurance and advisory lead**

**30 Fenchurch St, London EC3M 3BD**

### Key subcontractor(s)

### Commercially sensitive information

See Joint Schedule 4: Commercially Sensitive Information

### Service credits

Not applicable.

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

HMRC Sustainable Procurement Strategy available online at:

[Sustainable Procurement (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf)

HMRC complies with the requirements outlined in the Social Value Model, introduced under PPN 06/20.

### 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)

### Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

**For and on behalf of the Supplier**:

Signature: XXXXXXXXXXXXX

Name :XXXXXXXXXXXXXXX

Role :XXXXXXXXXXXXXXXX

Date: XXXXXXXXXXXXXXXX

**For and on behalf of the Buyer**:

Signature: XXXXXXXXXXXXXXXX

Name: XXXXXXXXXXXXXXXXXX

Role: XXXXXXXXXXXXXXXXXXX

Date :XXXXXXXXXXXXXXXXXXX