



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 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>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

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 and Customs (HMRC)

Billing address

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

[REDACTED]

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
IBM United Kingdom Ltd

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
[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

N/A

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

Customer project reference

Please provide the customer project reference number.

SR345032675: Discovery as a Service – SOTF

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

29/06/2020



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
Twelve (12) Months

Call Off Extension Period (Optional) Months
Twelve (12 Months)

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

Appendix 1 – HMRC Supplier Security Questionnaire

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 –

The supplier is required to adhere to the HMG Security Policy Framework

<https://www.gov.uk/government/publications/security-policy-framework>

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



1.3.1.2 ■ Server Assets (Physical and Virtual)

1.3.1.3 Up to ■ Business Developed Applications (BDApps). This includes approximately ■ BDApps hosted in the data centres being exited from, for which full discovery data will be required. The remainder are BDApps that will have links to services in the data centres. Affinities will need to be understood to ensure no links fail when the associated service is migrated.

1.3.1.4 ■ Infrastructure Services

1.4 Respect at work

1.4.1 Suppliers must adhere to HMRC standards and behaviours throughout their engagement

1.5 Data and Information Gathering

The Supplier will:

1.5.1 Exploit D42 to gather data in line with SoTF priorities, undertaking the following:

1.5.1.1 Manage and maintain an SOTF Master Data Repository using either D42 or D42 associated outputs.

1.5.1.2 This should include but is not limited to the following core elements of D42:

- Undertake Server Asset Discovery
- Application Dependency Mapping (ADM)
- Resource Utilization (RU)
- Cloud Recommendation Engine (CRE)

1.5.2 Ensure D42 software versions and End of Life (EoL) Database are maintained and kept up to date daily.

1.5.3 Produce layered affinity maps demonstrating singular or combination views of:

- Assets and how they link to Business Services, infrastructure services and Business Developed Applications
- Business Services (Application) Affinities
- Integration Assets
- Infrastructure Services
- Recommended logical Move Groups ('Lots' options) with business logic applied
- Optimisation reports using CRE and RU volumetrics where appropriate
- Services understood to be retired / decommissioned

■

1.5.5 Where supplementary service documentation and secure data is available (i.e. Business Impact Assessments (BIAs), Non-Functional Requirements, existing Solution Design Documents) they should be gathered and stored securely and shared with the confirmed supplier migrating the service following award of contract.



1.5.6

- 1.5.7 Use D42 Resource Utilization (RU) to provide a clear view of current utilisation statistics to ensure appropriate resources are allocated and all optimization opportunities are identified and shared with SoTF.
- 1.5.8 Leverage CRE to assist in identifying the appropriate target compute resource and support efforts to optimize workloads aligned with target environments. This will ensure future operational benefits are realized and sized correctly.
- 1.5.9 Provide specific data (see Appendix H for data items) at a high level of quality for a business service [REDACTED]. This will require specific percentage of services to have their data compete at the level required [REDACTED].
- 1.5.10 Provide data and analysis on the use of licenses.
- 1.5.11 Consider enrichment capture to ensure elements of specific data (textual and graphical) can be easily imported into Business Service Migration Documents (BSMDs) – See Appendix G. Additionally, tagging enrichment should consider Enterprise Foundation Service (EFS) alignment.
- 1.5.12 Lead, manage and assure, quality discovery activities including both bottom-up (scanning, CMDB etc.) and top-down (application / infrastructure team engagement, interviews, workshops etc).
- 1.5.13 Lead continuous improvement of the Business Discovery Questionnaire and the processes associated with data collection/gathering.
- 1.5.14 The programme data must be easily consumable and handed over to HMRC (name to be confirmed) at the end of the contract.

1.6 Managing Data and Backups

The Supplier will:

- 1.6.1 Ensure SoTF have daily backups of the SoTF Master Data Repository.
- 1.6.2 Apply robust data management/end to end assurance processes (including version control, audit trails of changes made, data backup and recovery to prevent data loss/corruption),
- 1.6.3 Drive automation and integration of data sources to ensure data integrity & timely data capture (removing manual interventions to improve the accuracy/quality of the Data by reducing human error).
- 1.6.4 Drive efficiencies, reducing manual data gathering/updates overheads and risks these pose.
- 1.6.5 Manage approvals, deletions and amendments of user access to D42 adhering to SoTF change control process.
- 1.6.6 Consider impacts of delegated administration and super user model to support enrichment process across all data assets whilst ensuring data integrity is maintained.



- 1.6.7 Align data tagging with existing business service definitions to ensure common understand of terms
- 1.6.8 Undertake data analysis to give clear textual and graphical views of the business service and/or application, separating services from associated assets and activity (e.g. backups).
- 1.6.9 Demonstrate efficiencies through continual innovation around discovery, such as product generation. i.e. generation of discovery packs in support of commercial lots and/or automated generation of elements of BSMD's to expedite design activities.

1.7 Engagement

The Supplier will:

- 1.7.1 Throughout the discovery process, manage and execute engagement with appropriate stakeholders, building productive working relationships and adopting collaborate ways of working with both internal/ external stakeholders:

- **SoTF Programme** – There are areas within the Programme who you will need to interact with to ensure plans, priorities, reporting is fully aligned
- **Service Owners** – HMRC has a service owner assigned to all IT systems.
- **Incumbent suppliers** – Manage HMRC's current Data Centre infrastructure and for a number of services, their service support. As such, the successful supplier will need to work collaboratively with these incumbent suppliers in building the Discovery data for services and their underlying infrastructure.

Please note, bidders **do not** need to (and should not) include the costs of any of HMRC's internal or external incumbent partners' effort within their bids for the activities described above as these costs will flow through HMRC's existing relationships/contracts.

The maintenance of D42 infrastructure and licensing is charged direct to the incumbent supplier and bidders **do not** need to include costs

- 1.7.2 Provide a single point of contact throughout the Discovery activity to lead, manage and facilitate communications within SoTF and with key stakeholders.
- 1.7.3 Provide an effective escalation point and process, should HMRC need to raise an urgent concern.
- 1.7.4 Be a single point of contact for SoTF if successful supplier uses services of third parties.

1.8 Reporting/MI

The Supplier will:

- 1.8.1 Develop, use and share tools (such as Power BI) to provide up to date dashboards as well as generation of weekly MI/KPIs. Which includes:



1.8.1.1 The Management Information (MI) should include a burn rate of assets as they retire and are decommissioned.

1.8.1.2 Presentation and Update End of Life (EoL) database and hardware inventory including RAG report on Assets current and future support status.

1.8.1.3 Discovered Assets by Platform

1.8.1.4 Output of data should be in a consistent format

1.8.1.5 Outputs/Reports should be made accessible to relevant stakeholders via HMRC endpoints in consumable formats. Other means of presentation should be considered such as "in office" wall screens where status boards can be made visible to all.

1.8.2 Report (to standard, frequency & format) data completeness, quality, progress against Discovery plans (including service and asset level), milestones and exceptions.

1.8.3 Identify & report gaps and discrepancies in the data, addressing these through interaction with appropriate stakeholder groups

1.8.5 Provide ad-hoc reports at the request of SoTF.

1.8.6 The format of reports should have the ability to be configured into standard MS Office apps e.g. Excel/Word etc.

1.8.7 The partner must adhere to all HMRC document standards and must not deviate from them. All documentation will be the intellectual property of HMRC, and no partner branding will be visible on any documentation.

1.8.8 Produce all documentation to HMRCs agreed standard and format (i.e. not using supplier format/logos).

1.8.9 Provide HMRC with a view of the servers that will be replaced by the migration activity i.e. identify any shared hosting and a view of future hosting costs.

1.9 **Governance and Planning**

The Supplier will:

1.9.1 Produce/complete and maintain the following documents and have these signed off by HMRC as necessary:

1.9.1.1 Data Discovery Service Plan to align to the SoTF 2020/21 delivery priorities within required timescales, including Milestones and Critical Path.

1.9.1.3 Suppliers must adhere to SoTF's Governance strategy and Ways of Working – see Appendix F for details.



1.9.2 The partner will provide weekly progress reports against plans / key milestones to agreed frequency /timescales.

1.9.3 The partner will participate and contribute to lessons learnt.

1.10 Security

The supplier must:

1.10.1 Adhere to all HMRC and Civil Service data security guidelines.

1.10.2 Keep data in line with HMRC security standards for storage, distribution and retention.

1.10.3 All staff involved with providing the discovery service must have SC Clearance (this is an HMRC requirement for all resources accessing the data or involved in processing data).

1.11 Offshore

The supplier must:

1.11.1 Not take any data offshore or transmit/hold any HMRC data independently outside HMRC's IT estate.

1.12 Timeline

The supplier must:

1.12.1 Have data complete for specified percentage of services at the level required for [REDACTED] given milestones.

2 NON-FUNCTIONAL REQUIREMENTS

Continuous Improvement

2.3 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. The supplier should present new ways of working to the Authority during quarterly review meetings. Attendance at Contract Review meetings shall be at the Supplier's own expense. Changes to the way in which Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

Location/Site(s) for provision of the Services

[REDACTED]

Additional Clauses (see Annex 3 of Framework Schedule 4)

HMRC Mandatory Clauses

[REDACTED]



The Supplier shall comply with the Authority's mandatory terms as set out in Appendix 2 of this Order Form. For the avoidance of doubt and contrary to any other provision relating to precedence of terms in this Order Form Contract, in case of any ambiguity or conflict, the Authority's mandatory terms in Schedule A will supersede any other terms in this Order Form.

Appendix 2 – HMRC Mandatory Terms



Appendix 2 - HMRC
MANDATORY CLAUSES

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

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

A3: Staff Transfer

D: Relevant Convictions

A4: Exit Management

E: Security Requirements

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

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

B4: Maintenance of the ICT Environment

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* 30 Days
Not applicable



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

Appendix 3



Third Party Software

[Click here to enter text.](#)

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

Provision of HMRC laptops and log ins; access to Discovery data

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.

The contract value shall be £2,385,313.43 excluding VAT.



Any other expenses incurred will be agreed by the Authority and paid according to HMRC Expenses Policy.



Undisputed Sums Limit (£) <i>Insert right (see Call Off Clause 31.1.1)</i>	£160k
Delay Period Limit (calendar days) <i>Insert right (see Call Off Clause 5.4.1(b)(ii))</i>	30 Days
Estimated Year 1 Call Off Contract Charges (£) For Call Off Contract Periods of over 12 Months	£2,385,313.43
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 (£)	N/A
Professional Indemnity Insurance (£)	N/A
Transparency Reports (see Call Off Schedule 6) <i>If required by the Customer populate the table below to describe the detail (titles are suggested examples)</i>	
See Section D (Ref 3.4.3) Supplier response The supplier will provide dashboard/reports to the required format and frequency	
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) <i>Where applicable insert right</i>	
	N/A
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) <i>Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.</i>	
See Section D supplier response.	
BCDR (see Call Off Schedule B1) <i>This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.</i>	
An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract <i>tick box (right) and append as a clearly marked complete document</i>	
OR	
Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) <i>Where applicable insert right</i>	
	N/A
Disaster Period (calendar days)	N/A
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

HMRC agrees that no Customer personal data that is subject to European General Data Protection Regulations (GDPR) requirements will be provided to [IBM/the Supplier] under this transaction.

In the event of a change, [the Authority] will notify [the Supplier] in writing and the Parties will agree any changes in accordance with the change control procedure.

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

Customer Responsibilities

List below or append as a clearly marked document

HMRC Key Personnel

[Redacted]

Click here to enter text.

Supplier Key Personnel

[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)

N/A

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services

Click here to enter text.

Other CCS framework agreement(s) to be used

Click here to enter text.

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

See Section D supplier response.



Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

N/A

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

N/A

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right*

[Click here to enter text.](#)

**Section D
Supplier response**



BID CLARIFICATIONS:



Commercially Sensitive information

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

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.

The contract value shall be £2,385,313.43 excluding VAT.

Appendix 1

Supplier Security Questionnaire



Appendix 2

The Supplier shall comply with the Authority's mandatory terms as set out in Appendix 1 of this Order Form.



Appendix 2 - HMRC
MANDATORY CLAUSI

Appendix 3



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	



Crown
Commercial
Service

Signature	██████████
Date	██████████

For and on behalf of the Customer

Name	██████████
Job role/title	██████████
Signature	██████████
Date	██████████