

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Crown
Commercial
Service



UK Export
Finance

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

Crown Copyright 2020

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference [REDACTED] Digital Marketplace Integer Reference Number:

[REDACTED]

Call-Off Title: **UK Export Finance – Node.JS Software Engineering.**

Call-Off Contract Description: **The buyer (UKEF) is looking for NodeJS development skills, to augment its existing DDaT capability to support the delivery of an ambitious programme of work.**

The Buyer: **UK Export Finance (UKEF)**

Buyer Address:

[REDACTED]

The Supplier: **Softwire Technology Limited**

Supplier Address:

[REDACTED]

Registration Number:

[REDACTED]

DUNS Number:

[REDACTED]

SID4GOV ID: **N/A**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated Friday 14th February 2023.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

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 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 – Digital Outcomes

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.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - 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 and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:

All Services and Deliverables shall be solely for the Buyer's benefit and are not intended to be relied upon by any person or entity other than the Buyer.

The Supplier neither owes nor accepts any duty to any entity other than the Buyer with respect to the Services or the Deliverables and will have no liability for any losses suffered by any other entity caused by their or any other entity's use of or reliance on the Services or Deliverables.

Except as provided within the Core Terms, the Buyer will not disclose the Services or Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Start Date: Tuesday 14th February 2023.

Call-Off Expiry Date: Friday 14th February 2025.

Call-Off Initial Period: **24 months.**

Call-Off Optional Extension Period: **6 months.**

Minimum Notice Period for Extensions: **30 days.**

Call-Off Contract Value: **up to £2,000,000 excluding VAT. The value of the optional 6 months extension period is up to £500,000 excluding VAT.**

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification).

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

GDS and Technology Code of Practice Standards:

The Supplier must ensure all Statement of Works adhere to the GDS and Technology Code of Practice Standards.

Sustainability:

The Supplier shall meet Government Buying Standards applicable to the Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

The Supplier shall meet UKEF's Environmental, Social and Human Rights Policy. Which can be found online at: <https://www.gov.uk/government/publications/uk-export-finance-environmental-social-and-human-rights-policy>

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% (£1,500,000) of the estimated yearly charges. The estimated year 1 charges used to calculate liability in the first Contract Year is £1,000,000.

Call-Off Charges

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods]

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

For CTM and T&M, charges are invoiced monthly in arrears based on work done.

Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

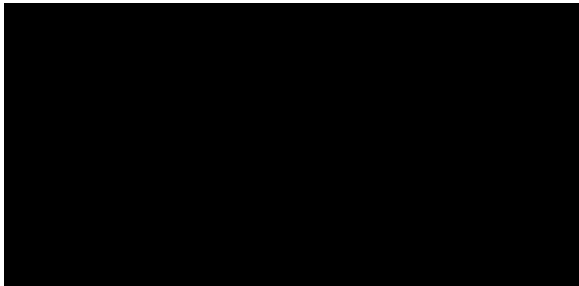
Payment Method

BACS/Invoice.

Buyer's Invoice Address



Buyer's Authorised Representative



Buyer's Environmental Policy

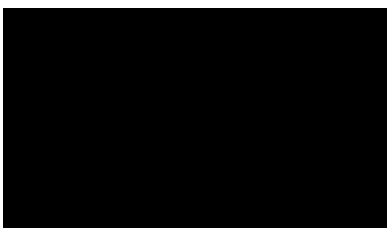
The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

The Supplier shall meet UKEF's Environmental, Social and Human Rights Policy. Which can be found online at: <https://www.gov.uk/government/publications/uk-export-finance-environmental-social-and-human-rights-policy>

Buyer's Security Policy

The Supplier shall meet UKEF's Security Policy. Which can be found online at: HMG Security Policy Framework, Version 1.1 – May 2018 available online at: <https://www.gov.uk/government/publications/security-policy-framework>

Supplier's Authorised Representative



Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



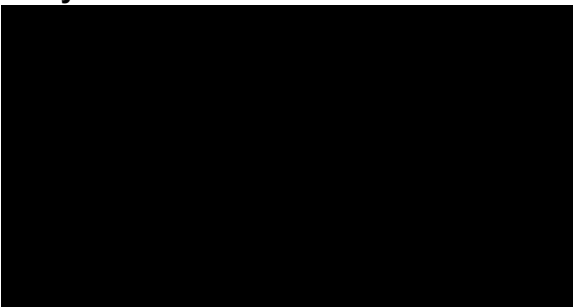
Progress Report Frequency

On a day to be decided upon by Buyers Authorised Representative and communicated via email, to occur each calendar month.

Progress Meeting Frequency

On a day to be decided upon by Buyers Authorised Representative and communicated via email, to occur each calendar month.

Key Staff



Key Subcontractor(s)

N/A

Commercially Sensitive Information

- Pricing Schedule, including day rates for essential and optional roles.
- Case Studies, references to previous clients, their work, technical implementations, and approaches to working with them.
- Staff Profiles, reference to their clearance level, availability status, experience, expertise and including clients worked with.

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by
A. KPI: Performance to pay processes	Met	All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.
B. KPI: People (Resourcing)	Met	Targets met for all resources or facilities.
C. KPI: Partnering Behaviour and Added Value	Met	<p>No behavioural problems identified</p> <p>Buyer workshops attended and positive contributions made</p> <p>Added value recognised by the programme above provision of compensated skilled resource/facilities</p> <p>Handovers for each SOW are detailed, and focus on partnering and added value.</p>
D. KPI: People in Place (Delivery)	Met	<p>No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.</p> <p>No problems identified with quality of work or state of facility.</p> <p>Supplier is making positive team contributions.</p> <p>Supplier skills or facilities meet the standards expected.</p>
E. Social Value	Met	<p>Strong commitment to Social Value.</p> <p>Clear examples of multiple outcomes created and retained.</p> <p>Positive feedback from outcomes achieved.</p>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Additional Insurances

Not Applicable.

Guarantee

Not applicable.

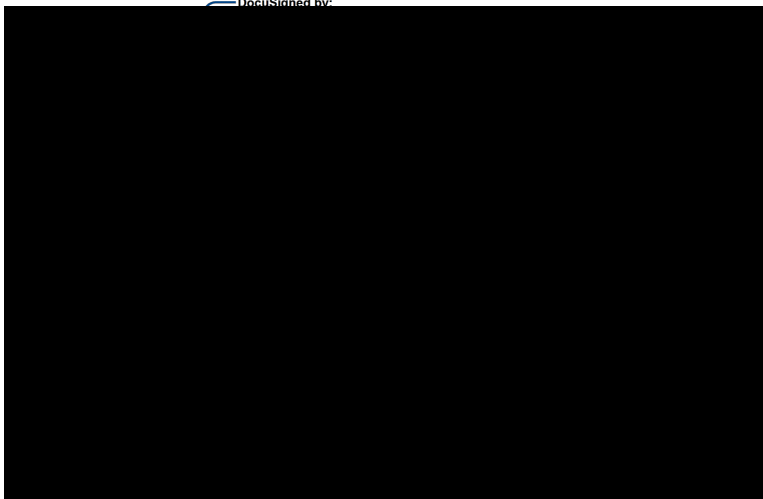
Social Value Commitment

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).

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:



Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Annex 1

1 Statement of Works (SOW) Details

Upon execution, this 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.

The details set out within this 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.

Date of SOW: 14 February 2023

SOW Title: SOW001 [REDACTED]

SOW Reference: SOW001

Call-Off Contract Reference: [REDACTED] – Digital Marketplace Integer Reference Number: [REDACTED]

Buyer: UK Export Finance

Supplier: Softwire Technology Ltd

SOW Start Date: 14 February 2023

SOW End Date: 30 July 2023

Duration of SOW: 4 months

Key Personnel (Buyer):

- [REDACTED]
- [REDACTED]
- [REDACTED]

Key Personnel (Supplier):

- [REDACTED]

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Subcontractors: N/A

Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: This Statement of Work will help deliver the API Replacement project, where the [REDACTED] migrated to NodeJS (using NestJS) and Azure API Management.

Soft Deliverables and Working Practices

- Work as part of a multi-disciplinary team, using agile principles and methodologies, where applicable.
- Full participation in the agile processes of the team in which they are placed, where applicable, including attendance at team stand-ups, planning sessions and other agile ceremonies.
- Maintain and encourage high-standards of practice. Apply agile principles and methodologies in a way which aligns with the values and goals of the project and the wider programme. Supplier staff will be expected to work to the core values and standards as set out within the [Civil Service conduct and guidance](#);
- Keep a user focused mind-set and consider the impact of their work on the user's experience and the wider programme;
- Support the activities of the Buyer's architecture team and wider programme to prepare for any assurance processes and programme reviews.
- Contribute towards the creation and maintenance of a user story backlog alongside adhering to UKEF API standards and ensuring all activities are fully documented and peer reviewed.

Delivery phase(s):

A 'staged' approach has been recommended for API Replacement, migrating core API's in a staged manner.

Work will begin for Stage 1 and 2 as detailed below:



Overview of Requirement:

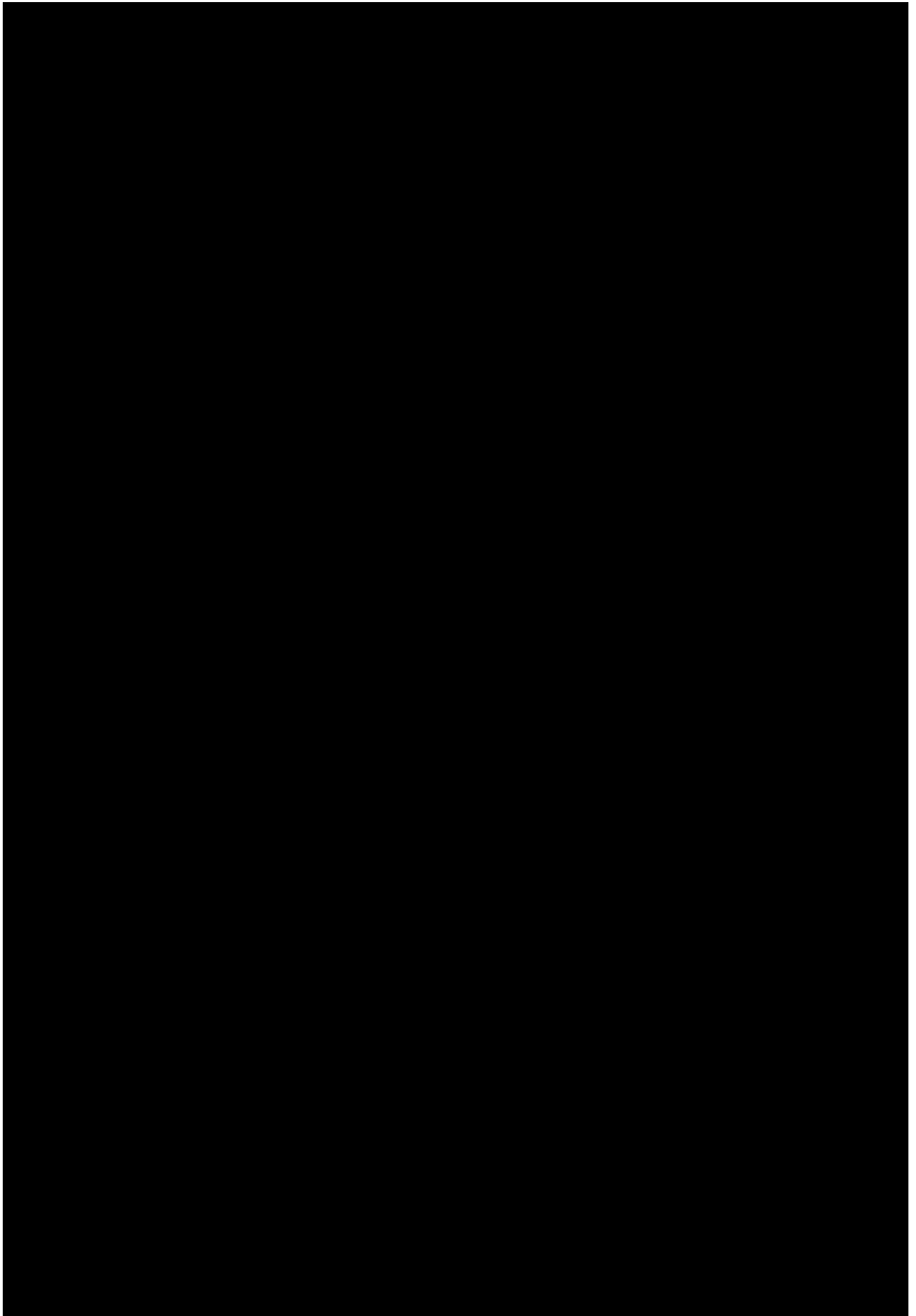
The supplier (Software) shall provide UKEF with the technology consultancy and professional services to deliver the outcomes listed below. The supplier will provide 3 resources in the first instance, with the possibility of requesting more (up to 3) as part of this statement of work.

2 Buyer Requirements – SOW Deliverables

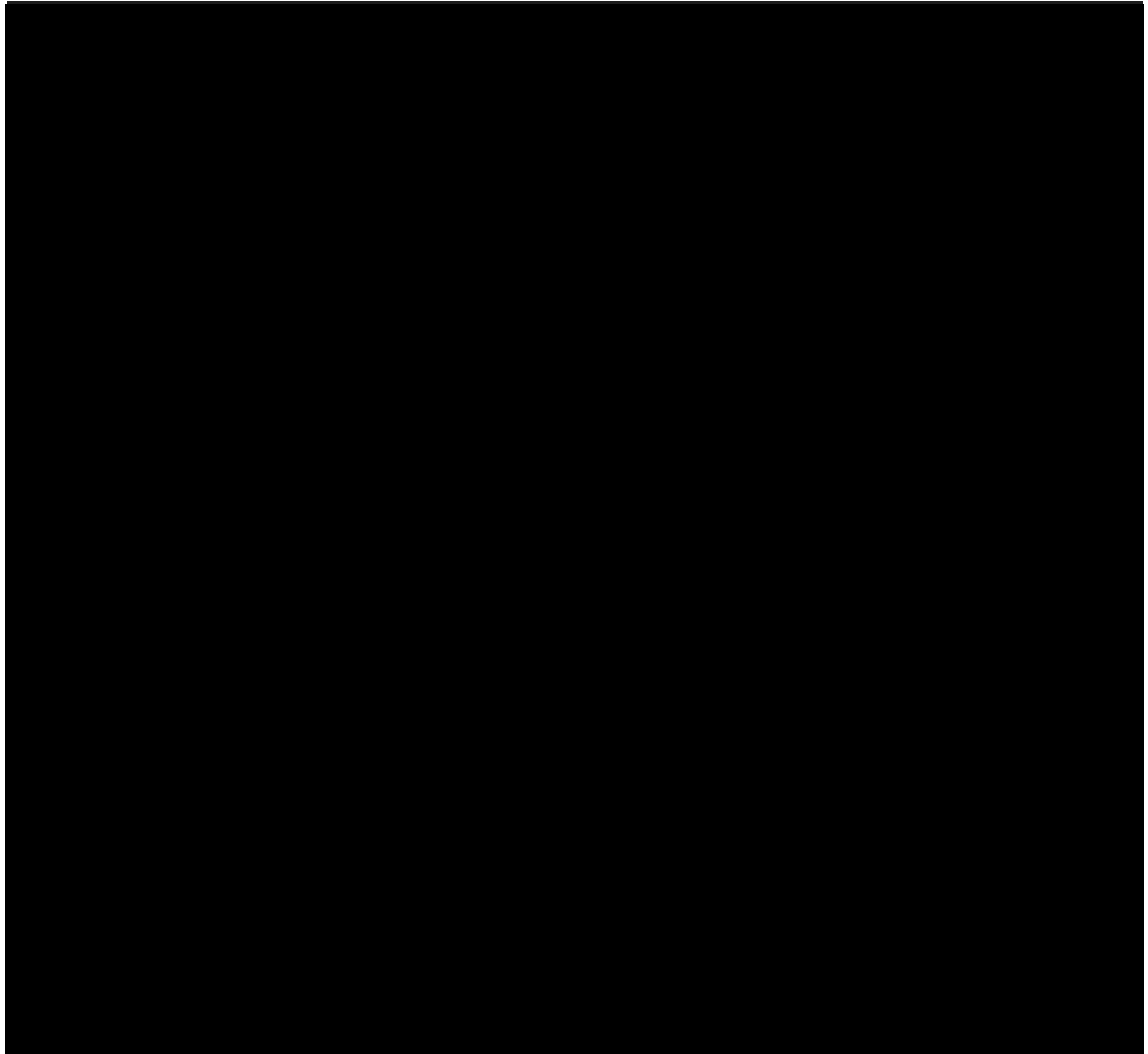
Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
---------------	-----------------------	---------------------	----------

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Standards and Governance

- Resources shall have SC security clearance which must be dated within three months of the Date of SoW stated above.
- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible, in accordance with clause 12 of the Call-Off Contract.
- The Services shall be delivered as per the GDS Service Manual (e.g. agile delivery) or other methodologies as required.
- Acceptance – all work to be completed to meet the “Definition of Done” with regular and accurate updates to all work tasks.
- Deliverables are to be accepted in line with the criteria set out in this SoW
- The Parties will review the contents of Schedule 9, with a view to determining which provisions are relevant to the Services provided under this SOW.

Dependencies:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Location of Services/Working Arrangements

- Primary: Home working due to ongoing Covid-19 precautions.
- Secondary: [REDACTED]
- Working arrangements: The Supplier Staff will work remotely. When suitable and safe to do so, Supplier Staff will also work from the Primary location.
- Core working hours will be 09:00-17:00 (with flexibility depending on requirements and unless otherwise agreed with the Buyer).

Assumptions

- Softwire will be granted access to all relevant information required to deliver the project.
- Softwire will be granted access to all required systems to deliver the project.
- Softwire will be able to meet with all required stakeholders to gather project requirements.
- Softwire will be provided with access to tools and applications related to the running and delivery of the project (eg. JIRA, etc)
- The project will be delivered using an agile methodology based on transparent discussion around scope, budget and timelines
- UKEF will work with Softwire to identify the exact breadth and depth of the final artefacts to fit the time allocated to the project

Supplier Resource Plan:

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Cyber Essentials Scheme:

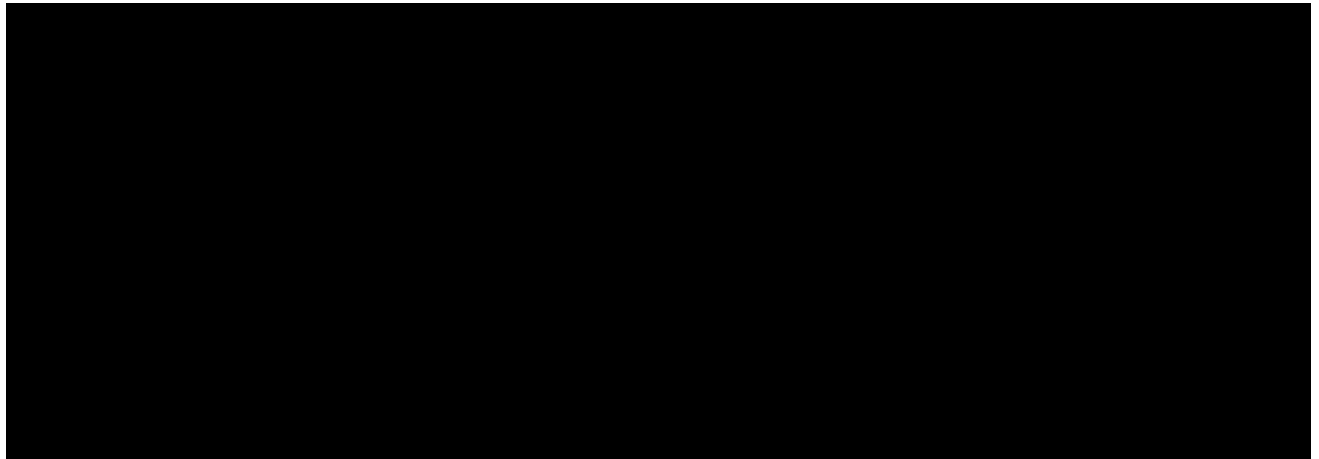
The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

Adhere to GDS and Technology Code of practice standards.

Performance Management:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Material KPIs	Target	Measured by
A. KPI: Performance to pay processes	Met	All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.
B. KPI: People (Resourcing)	Met	Targets met for all resources or facilities.
C. KPI: Partnering Behaviour and Added Value	Met	<p>No behavioural problems identified</p> <p>Buyer workshops attended and positive contributions made</p> <p>Added value recognised by the programme above provision of compensated skilled resource/facilities</p> <p>Handovers for each SOW are detailed, and focus on partnering and added value.</p>
D. KPI: People in Place (Delivery)	Met	<p>No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.</p> <p>No problems identified with quality of work or state of facility.</p> <p>Supplier is making positive team contributions.</p> <p>Supplier skills or facilities meet the standards</p>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

		expected.
E. Social Value	Met	Strong commitment to Social Value. Clear examples of multiple outcomes created and retained. Positive feedback from outcomes achieved.

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

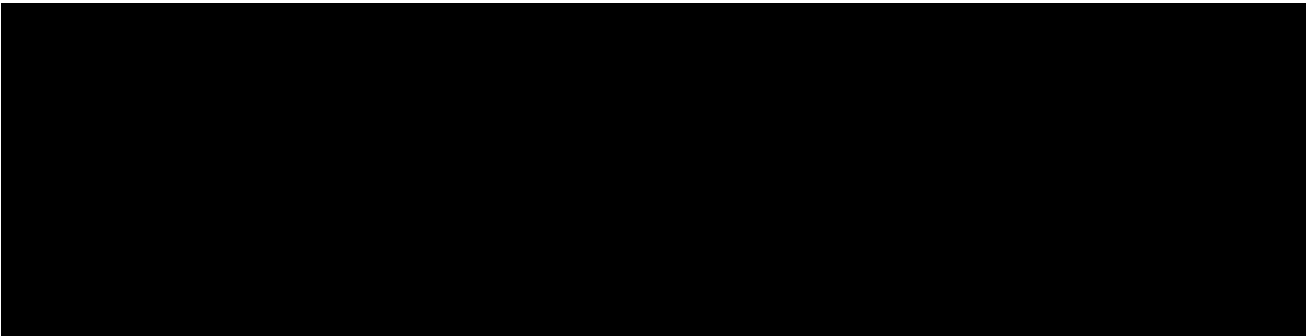
Reporting will be managed through the weekly progress updates, where any further reporting requirements are required they will be agreed between UKEF and Softwire.

3 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]

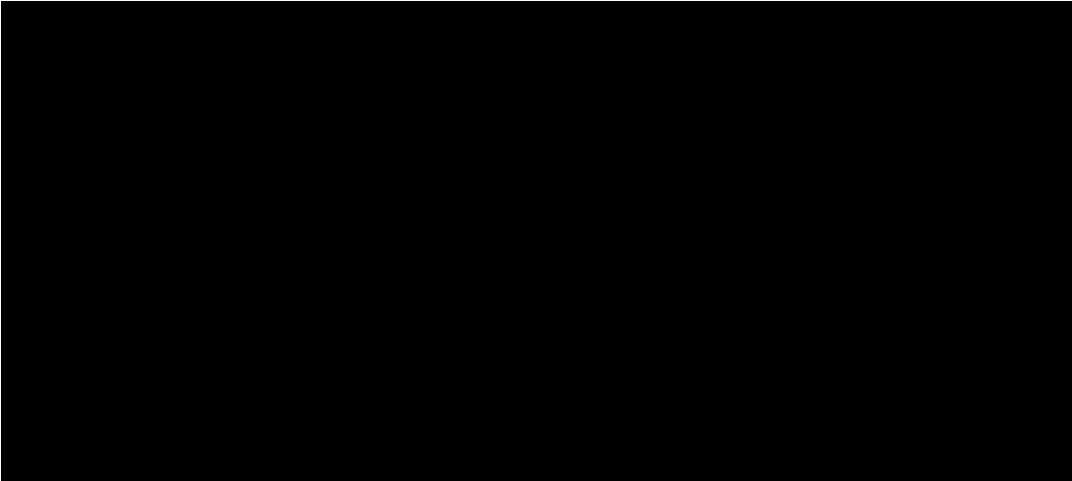


Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Total					£223,100.00
-------	--	--	--	--	-------------

The Parties will regularly monitor progress under this SOW. In the event that velocity is insufficient to compete the Deliverables with the above resource profile or within the estimated maximum value, the Parties will agree a resolution via the change control process, i.e. assignment of additional resource and associated costs in accordance with the rate card, or modifications to the scope of the Deliverables or due dates.

Rate Cards Applicable:



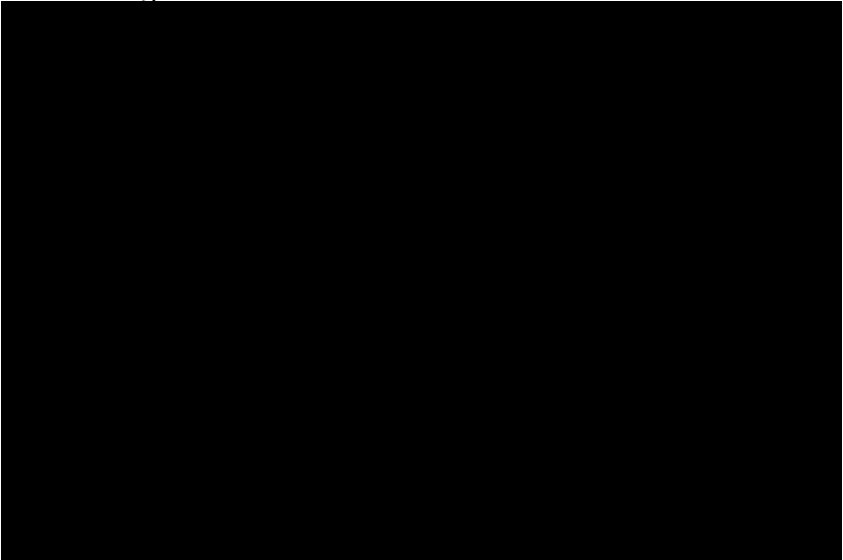
Reimbursable Expenses:

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

4 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:



Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Annex 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED]
Duration of the Processing	<p>[REDACTED]</p> <p>[REDACTED]</p>
Nature and purposes of the Processing	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Type of Personal Data	[REDACTED]
Categories of Data Subject	[REDACTED]
Plan for return and destruction of the data once the Processing is complete	<p>[REDACTED]</p> <p>[REDACTED]</p>
UNLESS requirement under Union or Member State law to preserve that type of data	

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)