

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference:
Call-Off Title: Cyber Capability Bench Contract
Call-Off Contract Description: DIT require a supplier to provide cybersecurity expertise with experience to deliver and enhance the DDaT Directorate's services, through a range of short and long-term projects in accordance with GDS standards.
The Buyer: The Department for International Trade
Buyer Address:
The Supplier: Actica Consulting
Supplier Address:
Registration Number:
DUNS Number:
SID4GOV ID: Not applicable.

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 2 March 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) of DOS5

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

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
 - Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - o 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)
 - o Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking) [Not used]
 - Call-Off Schedule 17 (MOD Terms) [Not used]
 - Call-Off Schedule 18 (Background Checks) [Not used]
 - Call-Off Schedule 19 (Scottish Law) [Not used]
 - Call-Off Schedule 20 (Call-Off Specification)
 - o Call-off Schedule 21 (Northern Ireland Law) [Not used]
 - Call-Off Schedule 25 (Ethical Walls Agreement) [Not used]
 - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- 4 CCS Core Terms (version 3.0.9)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 6 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:

N/A.

Supplier Staff will be required to carry out all work using Buyer supplied equipment. Any equipment supplied to the Supplier by the Buyer shall remain the property of the Buyer. The Supplier shall use any equipment provided to it by the Buyer solely for the provision of the Services under this Contract and in accordance with all relevant supplier policies governing the use of equipment including, but not limited to, the health and safety and IT security policies. The Supplier shall return the equipment to the Buyer at the end of the Contract Period in the same condition as the equipment was provided to the Supplier.

Call-Off Start Date: 2 March 2023 Call-Off Expiry Date: 2 March 2025

Call-Off Initial Period: 2 years (24 months)
Call-Off Optional Extension Period: 6 months

Minimum Notice Period for Extensions: 30 day(s)

Call-Off Contract Value: £2,000,000.00 (excluding VAT for the initial period of 24-months exclusive of VAT. In addition, up to £500,000 shall be made available for the Optional Extension Period).

Call-Off Deliverables

DIT requires a supplier to provide cybersecurity expertise with experience to deliver and enhance the DDaT Directorate's services, through a range of short and long-term projects in accordance with GDS standards.

The Buyer will require the Supplier to work on a range of short and long-term projects in accordance with GDS standard, providing the following expertise:



This includes a number of portfolios of work, including the below that are in scope for this requirement:



Buyer guidance:

Completion of Deliverables will be validated by the Buyer before payment is released.

Multiple SOWs can operate concurrently.

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:

Sustainability

The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:

https://www.gov.uk/government/collections/sustainable-procurement-the-government-buy-ing-standards-gbs

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

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% of the Estimated Yearly Charges' (for the call off order form).

Call-Off Charges

- Capped Time and Materials (CTM)
- Time and Materials (T&M)
- Fixed Price
- 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 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.

Reimbursable Expenses

DIT Expenses Policy to serve as Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Payment Method

BACS / Invoice

Suppliers Payment Details



Buyer's Invoice Address

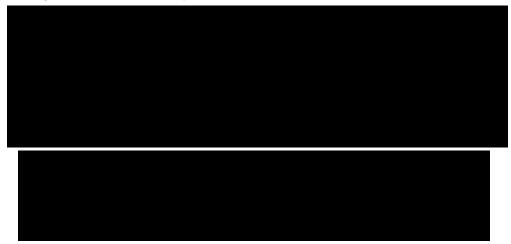




All invoices must include a valid purchase order number, provided that such purchase order number must be provided to the Supplier in advance of when invoices are to be issued.

Non-compliant invoices (i.e. without a PO number) will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to or by telephone as above between 0830 and 1700 Monday to Friday.

Buyer's Authorised Representative



Buyer's Environmental Policy

Not Applicable.

Buyer's Security Policy

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



Progress Report Frequency

Monthly ahead of progress meeting, on dates specified by the supplier.

Progress Meeting Frequency

Monthly on dates specified by the supplier.

Key Staff

Key staff will be listed in each SoW

Worker Engagement Route: Outside IR35

Key Subcontractor(s)

Commercially Sensitive Information

- CVs of Actica and/or subcontractor staff
- Consultancy day rates
- Methodologies and workplans

Balanced Scorecard

As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

A. KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':



Measurement

Met	Partially met	Not met

Source: Supplier Reports/Invoices

Owner: To be agreed

B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

Measurement



C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

Measurement

D. KPI: People in place (Delivery)

All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

Measurement			



E. KPI: Social Value

The following social value KPI will apply to this call-off.

Helping and supporting staff from underrepresented groups and creating equal opportunities to encourage innovation and diversity throughout the supply chain.

Included but not limited to recruitment, selection, training, mentoring, deployment career development and promotion.

Owner: Actica Consulting

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.



Annex 1 (Template Statement of Work)

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 Contact.

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:

SOW Title:

SOW Reference:001

Call-Off Contract Reference: Cyber Capability

Buyer: Department for International Trade (IT Cyber Security)

Supplier: Actica Consulting

SOW Start Date: 13/03/2023 (As soon as security clearance allows)

SOW End Date: Call-Off Start Date: 16/06/2023 (Tentative, subject to SC)

Duration of SOW: 3 months (65 days)

Key Personnel (Buyer):

Key Personnel (Supplier):

Actica Consulting

Subcontractors:

2 Call-Off Contract Specification – Deliverables Context SOW Deliverables Background:



They will need to work as part of a wider technical team to design and deliver:

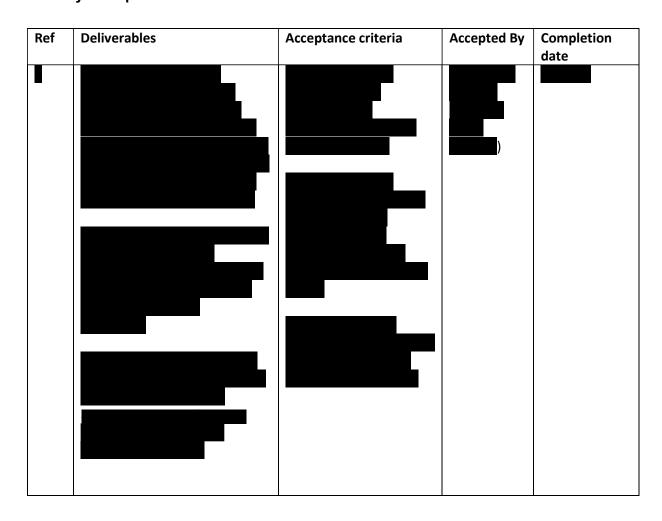


They will need to be able to conduct risk assessments and be able to lead threat modelling with development colleagues.

Delivery phase(s): All forms of delivery projects

Overview of Requirement: N/A

3 Buyer Requirements – SOW Deliverables



Outcome Description:

To work with the wider technical teams to deliver SoW deliverables within the pre-agreed timescales as set out by the Buyer

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date

Delivery Plan:

Dependencies:

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).

Personnel are required to hold valid Security Check (SC) vetting.

Performance Management:

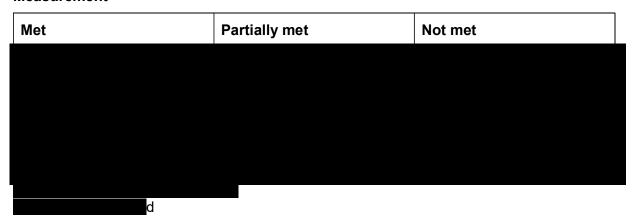
A. KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner

- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

Measurement



B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

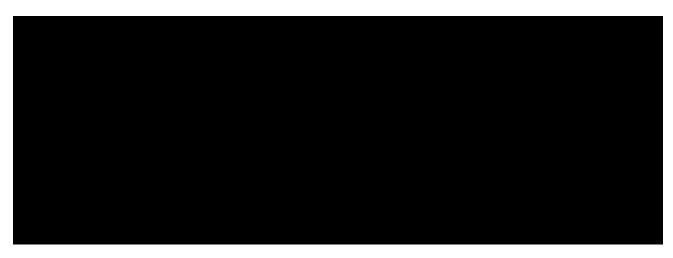
Measurement



C. KPI: Partnering behaviours and added value

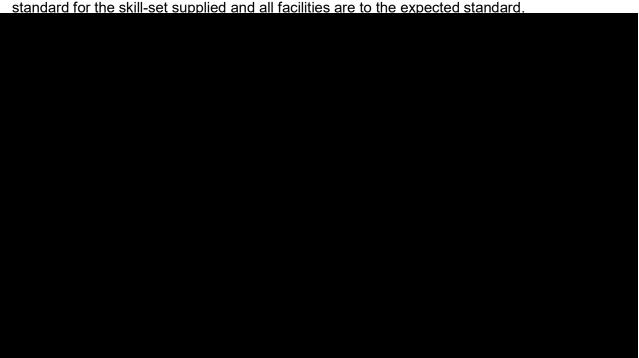
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Measurement



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All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.



E. KPI: Social Value

The following social value KPI will apply to this call-off.

Helping and supporting staff from underrepresented groups and creating equal opportunities to encourage innovation and diversity throughout the supply chain.

Included but not limited to recruitment, selection, training, mentoring, deployment career development and promotion.

Owner: Actica Consulting

Additional Requiremen	nts	\$
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Key Supplier Staff:

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:

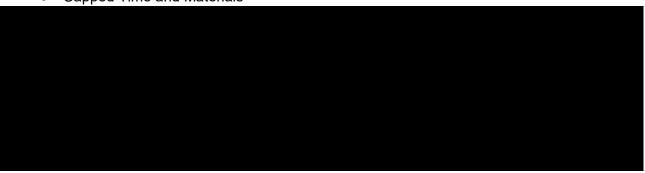
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	

4 Charges

Call Off Contract Charges:

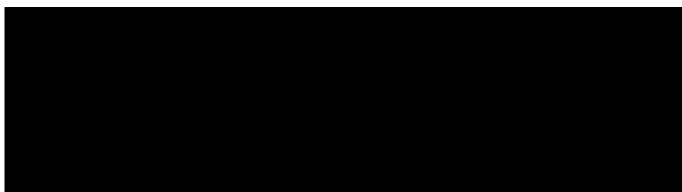
The applicable charging method(s) for this SOW is:

• Capped Time and Materials



Rate Cards Applicable:





Reimbursable Expenses:

DIT Expenses Policy to serve as Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

5 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:

For and on behalf of the Supplier





Annex 1: Processing Personal Data



- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

