

Digital Outcomes and Specialists 5 (RM1043.7) For Data & Trading Environment Bench

Framework Schedule 6 (Order Form) for Data & Trading Environment Bench



Department for
International Trade

Data & Trading Environment Bench



Call-Off Title: **Data & Trading Environment Bench**

Call-Off Contract Description: **Providing experienced data and product specialists to deliver and enhance the department's data and digital services, through a range of short and long-term projects, in accordance with GDS standards.**

The Buyer: **The Secretary of State for International Trade (DIT)**

Buyer Address: **Old Admiralty Building, Whitehall, London SW1A 2BL**

The Supplier: **Deloitte LLP**

Supplier Address: **1, New Street Square, London, EC4A 3HQ**

Registration Number: **OC 303675**

DUNS Number: **364807771**

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 14th June 2022.

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility)

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

- Call-Off Schedules for RM1043.7
 - 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 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - 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.

Unless contained, incorporated by reference or appended to this Order Form, no other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, or presented at the time of delivery.

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1:

The Buyer reserves the right to treat any Tender which is caveated by reference to the UK's relationship with the EU and or COVID-19 as non-compliant and, as with any procurement exercise, a bidder in submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

Special Term 2:

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.

Special Term 3:

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)

Deliverables to any entity other than the Buyer.

Special Term 4:

Nothing will prevent the Supplier from retaining copies of Confidential Information for professional record keeping purposes.

Special Term 5:

'Wilful misconduct' is not defined in the Core Terms. The Parties acknowledge and agree wilful misconduct is an act or omission that involves a material breach of contract or other duty.

Special Term 6:

Any warranty period in relation to Deliverables will be agreed by the Parties in each Statement of Work.

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Call-Off Start Date: 16th June 2022

Call-Off Expiry Date: 15th June 2024

Call-Off Initial Period: 24 Months

Call-Off Optional Extension Period: 6 Month(s)

Minimum Notice Period for Extensions: 30 day (s)

Call-Off Contract Value: up to £4,000,000.00 for a 24-month duration, exclusive of VAT.

Call-Off Deliverables

The Supplier shall provide experienced data and product specialists to deliver and enhance the department's data and digital services, through a range of short and long-term projects, in accordance with GDS standards.

The Supplier shall comply with an agreed statement of work (SOW) for the delivery of each digital outcome and produce a monthly invoice, timesheet and list of Deliverables achieved against the statement of work.

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-buying-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

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

Call-Off Charges

- 1 Capped Time and Materials (CTM)
- 2 Time and Materials (T&M)
- 3 Fixed Price
- 4 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.

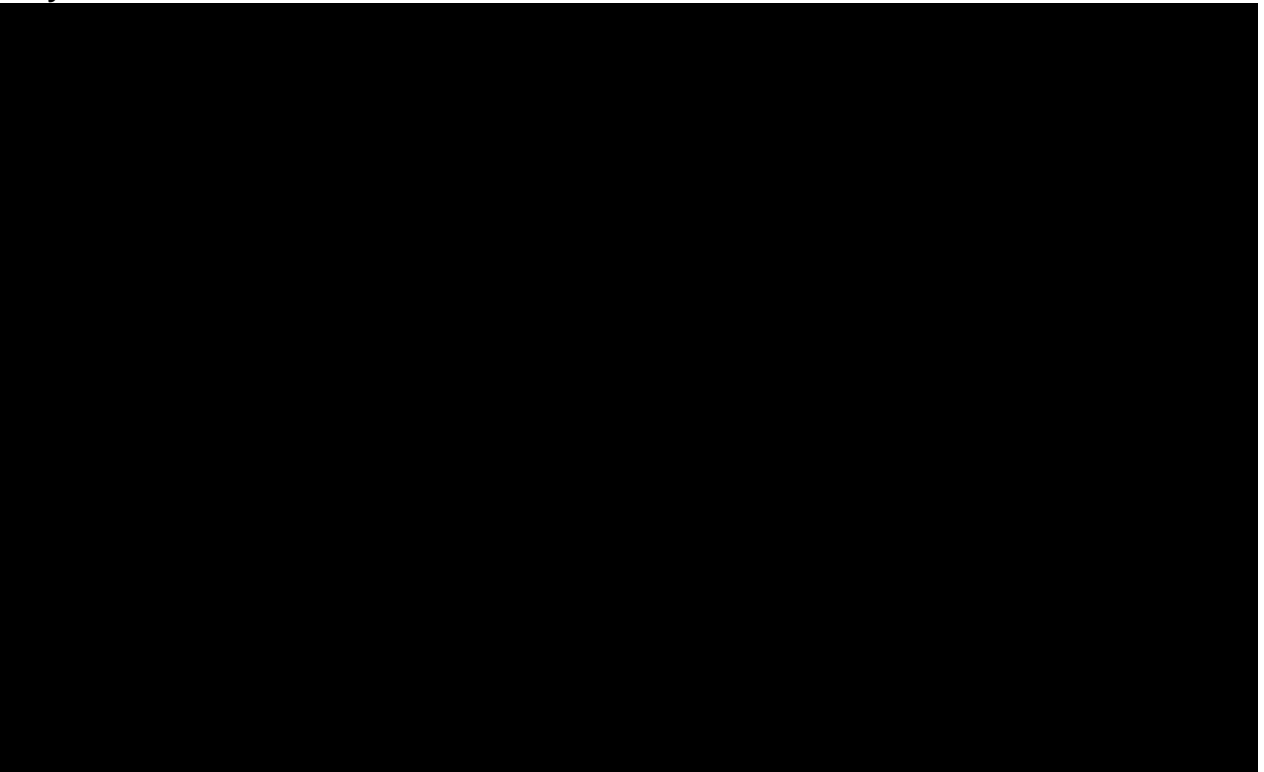
Reimbursable Expenses

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

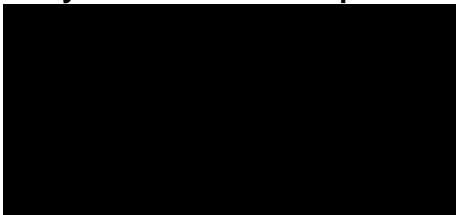
Payment Method

BACS / Invoice

Buyer's Invoice Address



Buyer's Authorised Representative



Old Admiralty Building, Westminster, London SW1A 2BL

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Buyer's Environmental Policy

Not Applicable.

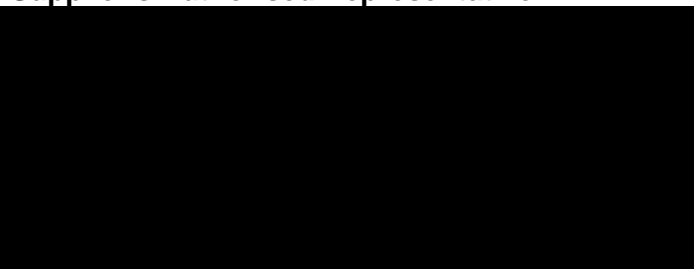
Buyer's Security Policy

HMG Security Policy Framework, Version 1.1 – May 2018 available online at:

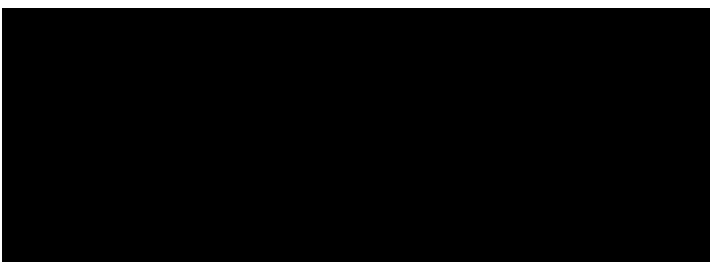
<https://www.gov.uk/government/publications/security-policy-framework>

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative



Supplier's Contract Manager



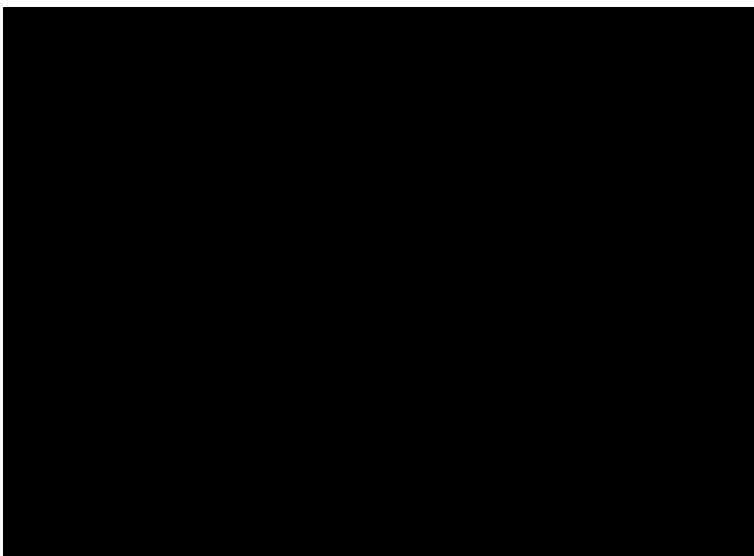
Progress Report Frequency

On the tenth Working Day of each calendar month

Progress Meeting Frequency

Monthly on the first Working Day of each quarter

Key Staff



Worker Engagement Route is outside IR35.

Key Subcontractor(s)

Triad Group PLC

Makers Academy Limited

Commercially Sensitive Information

Supplier's Commercially Sensitive Information

Any information relating to: Personal information (CV's, contact details etc.); Pricing and details of Supplier's cost base; Insurance arrangements; Proprietary information; and/or Approach and/or methodologies, is commercially sensitive/confidential. If a request to disclose such information is received under the Freedom of Information Act 2000 ("FOIA"), the Parties will work together and consider the applicability of any FOIA exemptions.

Supplier's Pricing Model and Supplier's RFP Response

Balanced Scorecard

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

Paragraphs 2.1.1 and 2.1.2 of Schedule 14 are amended as follows:

2.1 The Buyer may ask for a Rectification Plan if the Supplier:

- 2.1.1 fails to meet **any** of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least **3** occasions within a 12-Month rolling period
- 2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **4** KPI targets listed on the Balanced Scorecard, on at least **2** occasions within a **Call-Off Contract duration or Statement of Work duration**, or within a period of 3 Months (whichever is the earlier)

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':

- 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

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant

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complete information	• Inputs are incomplete or inaccurate	errors
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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.

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

Source: Project Managers and wider Buyer Team's verification

Owner: To be agreed

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.

Met	Partially met	Not met
<ul style="list-style-type: none"> No behavioural problems identified Buyer workshops attended and positive contributions made Added value recognised by the programme above provision of compensated skilled resource/facilities 	<ul style="list-style-type: none"> Some minor behavioural problems Supplier only attends some workshops or provides minor contributions Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant 	<ul style="list-style-type: none"> Significant behavioural problems Supplier contributions are rare or insignificant and shows little interest in working with other suppliers No added value contributions recognised by the Programme

Source: Collective feedback on suppliers from both Buyer and other supplier staff

Owner: To be agreed

D.KPI: People in place (Delivery)

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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.

Met	Partially met	Not met
<ul style="list-style-type: none">• No resources are swapped out due to deficiency in skill-set• No problems identified with quality of work or state of facility• Supplier is making positive team contributions• Supplier skills or facilities meet the standards expected	<ul style="list-style-type: none">• Minor issues noted with quality of work or standard of facilities• Few contributions made within team	<ul style="list-style-type: none">• Resource is swapped out from project due to deficiency in skill-set• Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another)• Significant issue with quality of work or facility noted in a month

Source: Project manager and wider buyer team

Owner: To be agreed

E. KPI: Social Value

Evidence in upskilling and mentoring junior members of staff, including from unrepresented groups, helping them in achieving their career objectives

In month 1 of the contract [REDACTED] will hold a Social Value Activation Workshop to discuss/agree:

- How to deliver this commitment.
- Effective monitoring and reporting metrics.

Source: Supplier

Owner: To be agreed

Additional Insurances

Not applicable

Guarantee

Not applicable

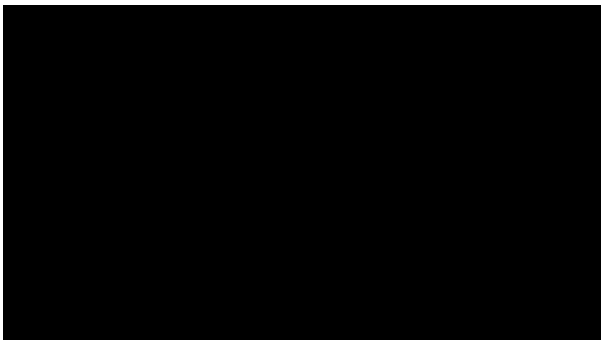
Social Value Commitment

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

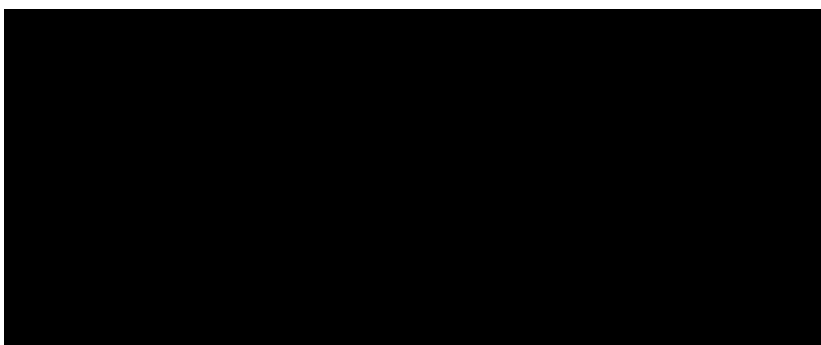
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:



For and on behalf of the Buyer:

Signature:



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.

