

Digital Outcomes and Specialists 5 (RM1043.7) For Investment Digital Support Bench

Framework Schedule 6 (Order Form) for Investment Digital Support Bench



Department for
Business & Trade





Call-Off Title: **Investment Digital Support Bench**

Call-Off Contract Description:

The Buyer's Digital, Data and Technology team requires support in delivering against DBT's investment promotion priorities. The supplier should provide teams to deliver outcomes such as discoveries, alphas and betas. In some circumstances, the outcome may be to deliver an outcome and/or to support live services.

The Buyer: **The Secretary of State for Business and Trade (DBT)**

The Authority was previously the Secretary of State for International Trade. As of 3rd May 2023, the rights and liabilities of the Secretary of State for International Trade, including those under this Call-Off Contract have transferred to the Secretary of State for Business and Trade by an Order in Council (secondary legislation) under section 2 of the Ministers of the Crown Act 1975.

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

The Supplier: **Olive Jar Digital Limited**

Supplier Address: **Office 2.12, 48 Charlotte Street, London, W1T 2NS**

Registration Number: **09668542**

DUNS Number: **220978922**

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 2nd June 2023.

It is 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 the 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 5 (Corporate Social Responsibility)
 - 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 1 (Transparency Report)
 - 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 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.

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.

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]
[REDACTED]

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

Call-Off Start Date: 12th June 2023

Call-Off Expiry Date: 11th June 2025

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: The maximum amount paid to be paid during the Initial Term is £5,000,000.00, exclusive of VAT. Should the Buyer exercise the option to extend the Call-Off Contract, the maximum amount to be paid during the Extension period would be 25% of the Call-Off Contract value (£1,250,000.00 exclusive of VAT).

Call-Off Deliverables

The Supplier shall provide teams to deliver outcomes such as discoveries, alphas and betas. In some circumstances, the outcome may be to deliver an outcome and/or to support live services, through a range of short and long-term projects, in accordance with GDS standards.

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

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 Call-Off Start Date 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.

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,250,000.00

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

[Redacted content]

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

[REDACTED]

[REDACTED]

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)

[REDACTED]

[REDACTED]

Progress Report Frequency

On the 1st Working Day of each calendar month

Progress Meeting Frequency

Monthly on the first Working Day of each calendar.

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Key Subcontractor(s)

Not applicable

Balanced Scorecard

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

Paragraph 2.1. of Schedule 14 Part A: Service Levels, 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

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

- accurate and complete invoices in a timely manner

[REDACTED]

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| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

[REDACTED]

[REDACTED]

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 (landing within 2-4 weeks), addressing any deficits.

[REDACTED]

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

[REDACTED]

[REDACTED]

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.

[REDACTED]

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

| | | |
|--|---|---|
| <ul style="list-style-type: none">• [REDACTED] | <ul style="list-style-type: none">• [REDACTED]• [REDACTED] | <ul style="list-style-type: none">• [REDACTED]• [REDACTED] |
|--|---|---|

[REDACTED]

[REDACTED]

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.

[REDACTED]

| | | |
|---|---|---|
| [REDACTED] | [REDACTED] | [REDACTED] |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED] | <ul style="list-style-type: none">• [REDACTED]• [REDACTED] | <ul style="list-style-type: none">• [REDACTED]• [REDACTED] |
| <ul style="list-style-type: none">• [REDACTED] | | <ul style="list-style-type: none">• [REDACTED] |
| <ul style="list-style-type: none">• [REDACTED] | | <ul style="list-style-type: none">• [REDACTED] |
| <ul style="list-style-type: none">• [REDACTED] | | <ul style="list-style-type: none">• [REDACTED] |
| <ul style="list-style-type: none">• [REDACTED] | | <ul style="list-style-type: none">• [REDACTED] |

[REDACTED]

[REDACTED]

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

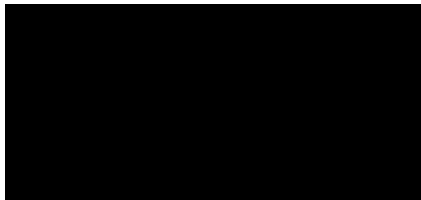
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

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.

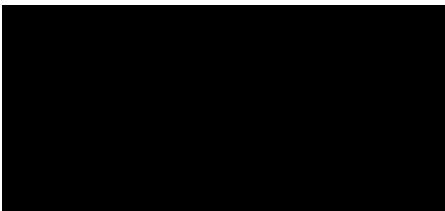
For and on behalf of the Supplier:

Signature:

A large black rectangular box used to redact the signature of the Supplier.

For and on behalf of the Buyer:

Signature:

A large black rectangular box used to redact the signature of the Buyer.

Annex 1

1 Statement of Works (SOW) Details

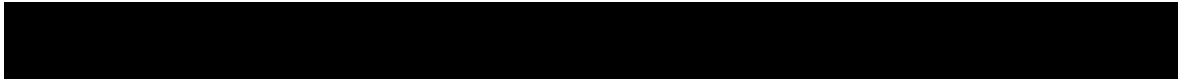
Upon execution, this SOW forms part of the Call-Off Contract (reference below).

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.

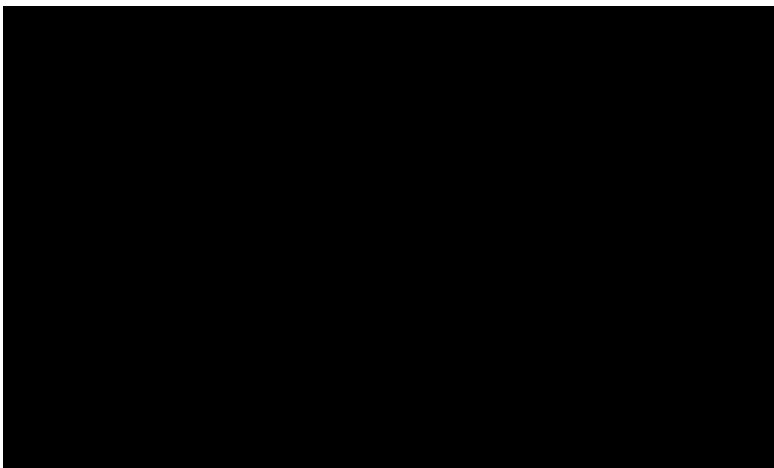
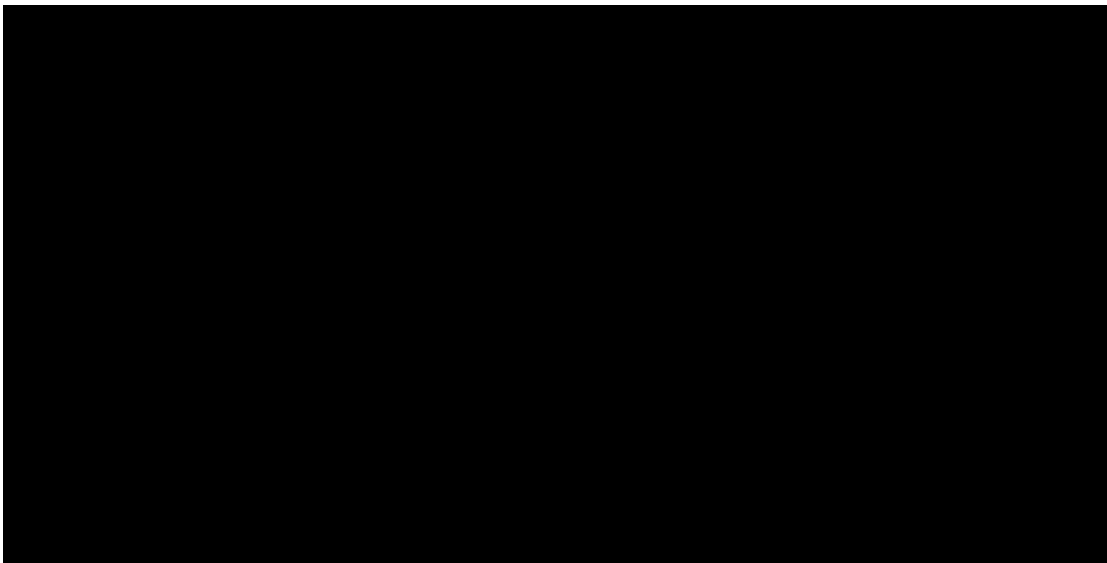
All SOWs must fall within the Specification and provisions of the Call-Off Contract.

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: 2nd June 2023



SOW Reference: SOW001



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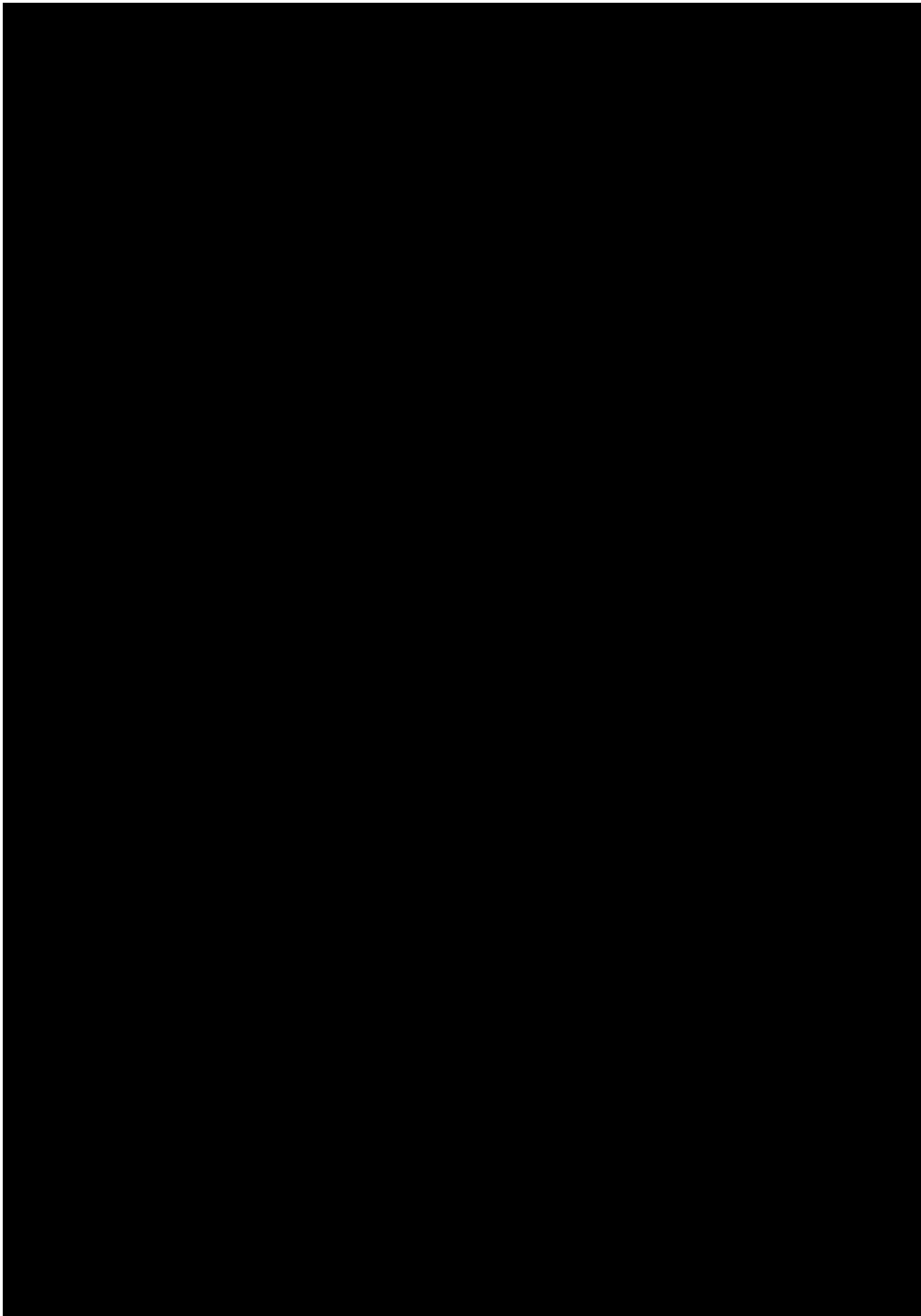
[REDACTED]

[REDACTED]

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| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
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| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Subcontractors:

Not applicable.



Supplier Resource Plan:

Not applicable.

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).

For this SOW (SOW001), BPSS will be required before commencing work on the SOW.

Cyber Essentials Scheme:

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

SOW Standards:

To work according to the service standard: <https://www.gov.uk/service-manual/service-standard>

Soft Deliverables and Working Practices:

The contractor is required to contribute to knowledge share in the following ways:

1. Work as part of a multi-disciplinary, self-organising team/individual, using Agile principles and methodologies;
2. Full participation in the Agile processes of the team in which they are placed. This includes attendance at team stand-ups, planning sessions and other Agile ceremonies.
3. 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. Resources will be expected to work to the core values and standards as set out within the Civil Service conduct and guidance;
4. Keep a user focused mind-set and consider the impact of their work on the user's experience and the wider programme;
5. Ensure knowledge transfer within the Client Department's programme, including full participation in all relevant communities of practice;
6. Contributing to mutual upskilling of fellow developers.

Standards and Governance:

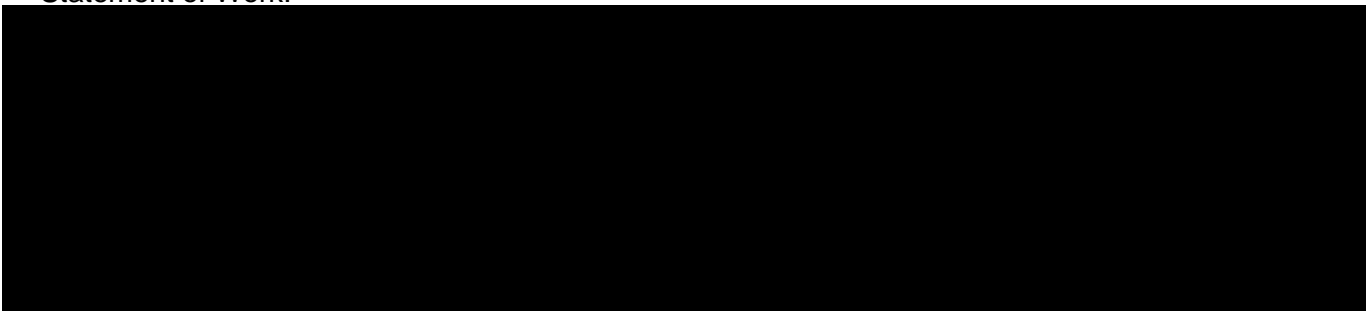
1. Resources shall, if required by the Buyer, have the prescribed level of security clearance.
2. The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk.
3. The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
4. All Deliverables for acceptance shall be 'peer' reviewed (as defined by Client Department team leads) prior to acceptance.
5. Deliverables are to be accepted in line with the criteria set out in this SoW.
6. All work undertaken under this SoW shall, always, conform to the Buyer / Client Department Strategic platform Book of Work (available upon request) architecture best practices, and professional standards always.



Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

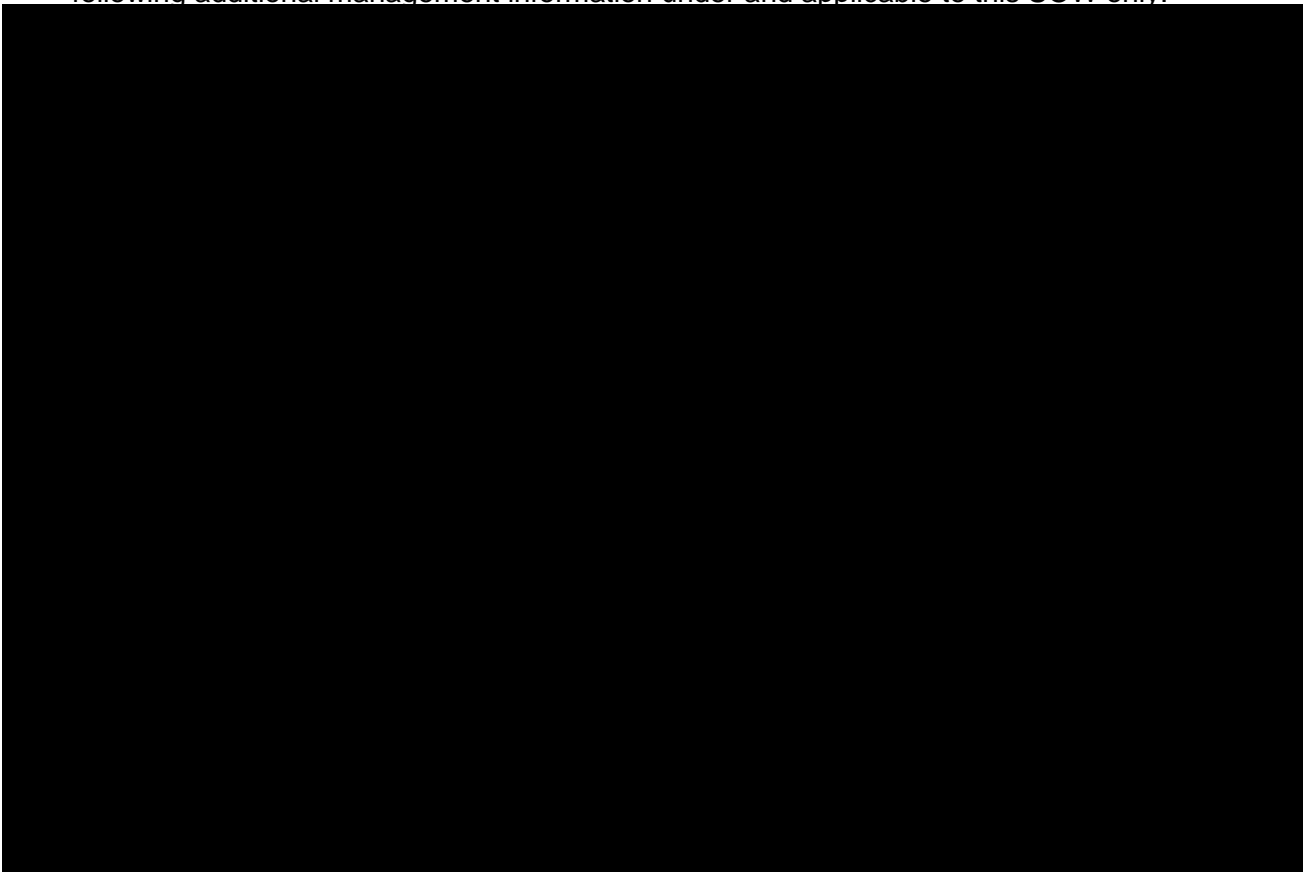
Additional Requirements:

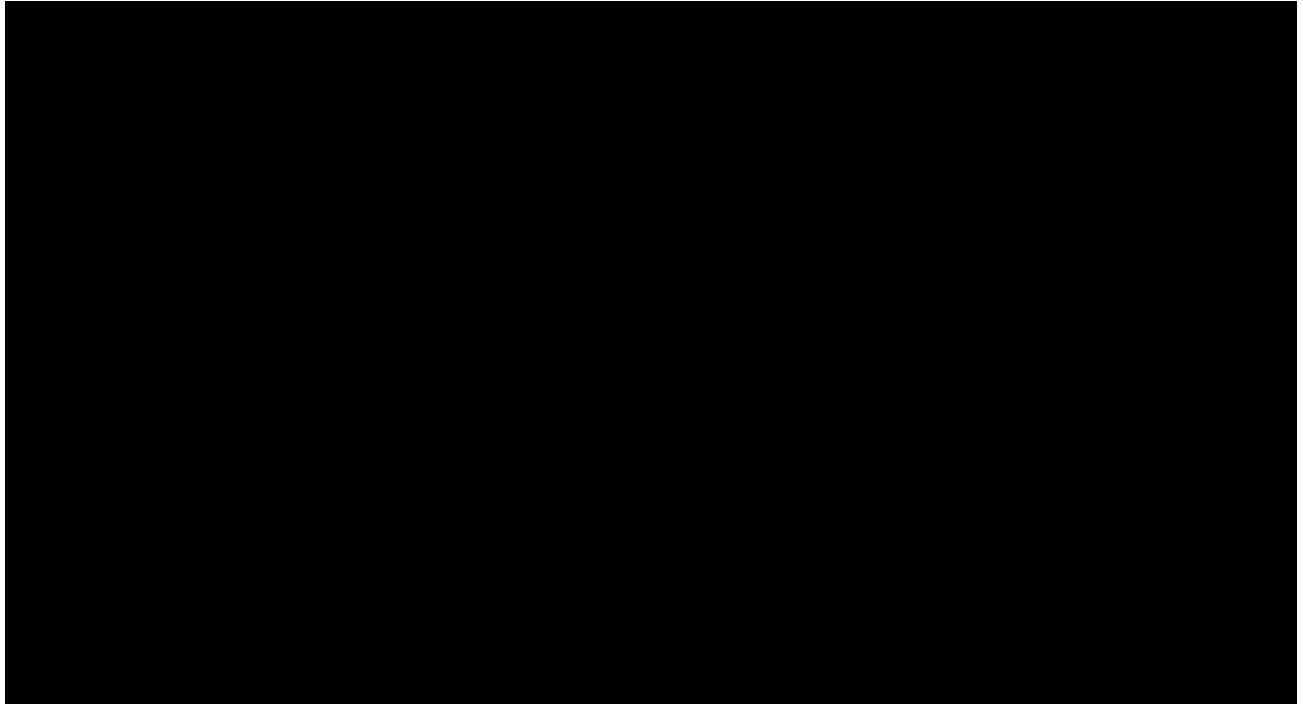
Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.



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:

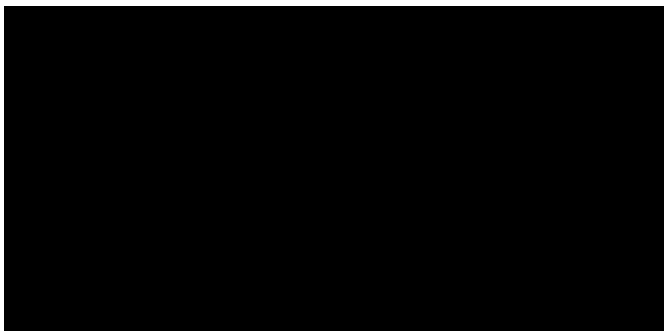




Signatures and Approvals

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)

For and on behalf of the Buyer

