

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

TRADE REMEDIES PROCESS & GUIDANCE

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Trade Remedies Process & Guidance** dated 04 September 2018

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	DN368468
From	The Security of State for the Department for International Trade 3 Whitehall Place London SW1A 2AW ("CUSTOMER")
To	Deloitte LLP 2 New St Square London EC4A 3BZ ("SUPPLIER")
Date	06 February 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 06 February 2019
1.2.	Expiry Date: End date of Initial Period: March 31st 2019; Or where extended; end date of Extension Period: May 31 st 2019 Minimum written notice to Supplier in respect of extension: 14 days before the end of the initial period

2. SERVICES

2.1 Services required:

Delivering technical services to create 10 products, including processes, guidelines and templates (i.e.: Excel-based templates) for certain aspects of the UK's trade remedies framework. These products will be used by Trade Remedies Authority (TRA) staff when conducting investigations and reviews.

The ten products are outlined below:

1. Guidelines and process map for setting and reviewing the appropriate level of measures in safeguarding cases
2. Guidelines and process map for transition review of trade defence measures
3. Guidelines and supporting template for subsidy calculation
4. Subject Matter Expert (SME) Review of the guidelines and supporting template for review and calculation of dumping calculations (these items will be provided to the Supplier by TRA)
5. Guidelines, process map and supporting template for injury assessment
6. SME review of draft the following items which will be provided to the Supplier by TRA
 - o UK producer questionnaire
 - o Importer questionnaire
 - o Exporter anti-dumping and subsidy questionnaire
 - o Government questionnaire template
 - o Application form for safeguards
 - o Application form for anti-dumping and subsidy measures
7. SME review of the guidelines for the assessment of whether measures are in the economic interest of the UK (this item will be provided to the Supplier by TRA) and creation of the supporting report template
8. SME review of verification guidelines (this will be provided to the Supplier by TRA)
9. Guidelines, process map and supporting template for the assessment of an application for anti-dumping/countervailing duties (dumping/subsidy investigation)
10. Additional SME input; or development of the assessment for the revision, revocation and continuation of measures; or the guidelines for the assessment of duty absorption and circumvention.

For avoidance of doubt The Customer is not obligated to purchase all of the products set out above in the service.

The full services are set out In Annex 1 of Schedule 2 of this Call-off Order Form

3. PROJECT PLAN

3.1. Project Plan:

The Supplier shall provide the Customer with a Project Plan for each product within the Product Proposal as set out in Section 6 of the Call-Off Order Form.

4. CONTRACT PERFORMANCE

4.1.	KPIs/Standards: The KPI's are set out in Appendix B of this Call-Off Order Form
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Weekly written report; <ul style="list-style-type: none">• Progress against Milestone dates
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Caroline Hope, Engagement Partner Ian Waters, Engagement Director Thomas Graham, Engagement Manager Alexander Baert, Subject Matter Expert Maxime Homme, Subject Matter Expert
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): n/a

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Maximum Charges for this Call-Off Contract is £499,999. If the Customer commissions all ten products under this agreement, they must be delivered within this maximum Contract Value. <u>Commissioning products</u> The Customer does not commit to requiring all or any of the products. The Customer will commission products it wishes the Supplier to deliver individually. The Customer will do this in writing for each product it requires and the Supplier will respond within 1 working day with a Product Proposal which must include a resource profile, fixed cost (which will not exceed the cost set out in Section 6 of the Call-Off Order Form) and a Project Plan. Work will only begin on a product once the Customer has accepted the Product Proposal.
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Milestone	Product Description	Maximum Price
1	Guidelines and process map for setting and reviewing the appropriate level of measures in safeguarding cases	£47,471
2	Guidelines and process map for transition review of trade defence measures	£47,471
3	Guidelines and supporting template for subsidy calculation	£51,181
4	Guidelines, process map and supporting template for review and calculation of anti-dumping margins	£38,261
5	Guidelines, process map and supporting template for injury assessment	£45,008
6	Subject Matter Expert (SME) review of draft 1) UK producer questionnaire, 2) importer questionnaire, 3) exporter anti-dumping and subsidy questionnaire, and 4) government questionnaire templates, as well as 1) application form for safeguards and, 2) application form for anti-dumping and subsidy measures (these items will be provided to the Supplier by TRA personnel)	£79,991
7	Guidelines and supporting report template for the assessment of whether measures are in the economic interest of the UK	£27,804
8	SME review of verification guidelines (this will be provided to the Supplier by TRA personnel)	£33,978
9	Guidelines, process map and supporting template for the assessment of an application for anti-dumping/countervailing duties (dumping/subsidy investigation)	£37,924
10	Additional SME input; or development of the assessment for the revision, revocation and continuation of measures; or the guidelines for the assessment of duty absorption and circumvention.	£90,910
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):	

Annex 1 and Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) to be replaced with:

Milestone	Product Description	Maximum Price	Payment Schedule
1	Guidelines and process map for setting and reviewing the appropriate level of measures in safeguarding cases	£47,471	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
2	Guidelines and process map for transition review of trade defence measures	£47,471	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
3	Guidelines and supporting template for subsidy calculation	£51,181	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
4	Guidelines, process map and supporting template for review and calculation of anti-dumping margins	£38,261	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
5	Guidelines, process map and supporting template for injury assessment	£45,008	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
6	Subject Matter Expert (SME) review of draft 1) UK producer questionnaire, 2) importer questionnaire, 3) exporter anti-dumping and subsidy questionnaire, and 4) government questionnaire templates, as well as 1) application form for safeguards and, 2) application form for anti-dumping and subsidy measures (these items	£79,991	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form

	will be provided to the Supplier by TRA personnel)		
7	Guidelines and supporting report template for the assessment of whether measures are in the economic interest of the UK	£27,804	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
8	SME review of verification guidelines (this will be provided to the Supplier by TRA personnel)	£33,978	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
9	Guidelines, process map and supporting template for the assessment of an application for anti-dumping/countervailing duties (dumping/subsidy investigation)	£37,924	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
10	Additional SME input; or development of the assessment for the revision, revocation and continuation of measures; or the guidelines for the assessment of duty absorption and circumvention.	£90,910	Upon review and approval of the appropriate DIT staff member at SCS1 or above' as set out in Section 10.5 of this Call-Off Order Form
<p>All Milestones are payable monthly in arrears by BACS for any products completed and verified by the Product Working Group. The Customer will only pay for products commissioned under this agreement.</p> <p>All full resource breakdown can be found in Annex 1 of Schedule 3. (Refer to Appendices to TRA Process and Guidance MCF2 Call-Off Order Form)</p>			
6.3	Reimbursable Expenses: Not permitted		
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): UK SBS Queensway House		

	West Precinct Billingham TS23 2NF 0333 207 9122
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Day rates to be fixed for the duration of the Call-Off Contract
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not permitted
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £499,999
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Set out in Clause 37.2.1 of the Call Off Terms (125%)
7.3	Insurance (Clause 38.3 of the Call Off Terms): Set out in clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): Set out in Clause 42.2.1(c) of the Call Off Terms]
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): Set out in Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: Set out in Clause 43.1.1 of the Call Off Terms

8.4	Exit Management: Set out in Call Off Schedule 9 (Exit Management)
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Used
9.2	Commercially Sensitive Information: n/a

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E are used Date of Issue of the Statement of Requirements: 10 th October 2018 Date of receipt of Call Off tender: 19 th October 2018
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not Used
10.3	Security: Long form security requirements as set out in Call Off Schedule 1 (Definitions)
10.4	ICT Policy: Not Used
10.5	Testing: The Customer will have a period of 5 Working Days (the "Evaluation Period") after provision to the Customer of each deliverable to verify that such deliverable materially conforms with the specifications set out in this Call Off Order Form and Annex 1 to Schedule 2. If the Customer notifies the Supplier in writing prior to the expiry of the relevant Evaluation Period that such deliverable does not conform in any material aspect and the Supplier accepts the existence of such non-conformity (a "Non-conformity"), the Supplier will correct such Non-conformity as soon as reasonably practical, whereupon the Customer will receive an additional 5 Working Days period ("Verification Period") commencing upon its receipt of the corrected deliverables to verify that the Non-conformity has been corrected. The Customer will provide the Supplier with such assistance as the Supplier may reasonably require to enable the Supplier to verify the existence of and correct a reported Non-conformity. Each deliverable will be deemed accepted by the Customer upon the expiry of the

	<p>Evaluation Period or, in the event that the Customer has notified the Supplier of a Non-conformity as provided above, upon expiry of the relevant Verification Period.</p> <p>Neither party may raise a dispute while a deliverable is in the the "Evaluation or Verification Period"</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period:</p> <p>For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 5 years</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>7 Years</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Department of International Trade</p> <p>3 Whitehall Place</p> <p>London</p> <p>SW1A 2AW</p> <p>Keith.jackson@trade.gov.uk</p> <p>Supplier's postal address and email address:</p> <p>Deloitte LLP</p> <p>2 New St Square</p>
	<p>London</p> <p>EC4A 3BZ</p> <p>thgraham@deloitte.co.uk</p> <p>07715 211 629</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>The Parties agree to the following new definitions inserted into Schedule 1 (Definitions) of the Call-Off terms and conditions:</p> <p>"Product Proposal" means the response the Supplier will provide to the Customer within 1 working day from when the Customer requests a product. The Product Proposal must include a confirmed resource profile, costings and timetable.</p> <p>"Evaluation Period" as set out in Section 10.5 of this Call-Off Order Form, this period will allow the Customer to ensure the Customer is satisfied with the co-design process, the Customer's staff feel ownership of the processes developed, the Customer's staff feel prepared for their work in the relevant area and that the</p>

	<p>Customer satisfied that the relevant expertise and tools have been used to deliver the products according to agreed specification</p> <p>“Non-Conformity” as set out in Section 10.5 of this Call-Off Order Form. If the Customer notifies the Supplier in writing prior to the expiry of the relevant Evaluation Period that such deliverable does not conform in any material aspect and the Supplier accepts the existence of such non-conformity</p> <p>“Verification Period” as set out in Section 10.5 of this Call-Off Order Form, which shall end after 5 Working Days unless the Customer advises the Supplier a Non-Conformity has not been rectified.</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Not Used</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 7, List of Notified Sub-Contractors (Call Off Tender).</p>
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p>
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Annex A

No	Description	Completion Date	Measure	Achieved	Not achieved
1	Guidelines and process map for setting and reviewing the appropriate level of measures in safeguarding cases	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA Product working group	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.
2	Guidelines and process map for transition review of trade defence measures	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA Product working group	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.
3	Guidelines and supporting template for subsidy calculation	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the

			time of commission, and signed off by TRA product working group		standard has not been remediated in accordance with the Agreement.
4	Guidelines, process map and supporting template for review and calculation of anti-dumping margins	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA product working group	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.
5	Guidelines, process map and supporting template for injury assessment	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA product working group	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.
6	Subject Matter Expert (SME) review of draft 1) UK producer questionnaire, 2)	To be agreed at time product is commissioned.	Product delivered to specifications agreed at	Submitted on time and to the	Not delivered to the required

	importer questionnaire, 3) exporter anti-dumping and subsidy questionnaire, and 4) government questionnaire templates, as well as 1) application form for safeguards and, 2) application form for anti-dumping and subsidy measures (these items will be provided to the Supplier by TRA personnel)		the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA product working group	required standard.	standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.
7	Guidelines and supporting report template for the assessment of whether measures are in the economic interest of the UK	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA product working group	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.
8	SME review of verification guidelines (this will be provided to the Supplier by TRA personnel)	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA product	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance

			working group		e with the Agreement.
9	Guidelines, process map and supporting template for the assessment of an application for anti-dumping/countervailing duties (dumping/subsidy investigation)	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA product working group	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.
10	Additional SME input; and development of the assessment for the revision, revocation and continuation of measures; or the guidelines for the assessment of duty absorption and circumvention.	To be agreed at time product is commissioned.	Product delivered to specifications agreed at the time of commission, and meets delivery date agreed at time of commission, and signed off by TRA product working group	Submitted on time and to the required standard.	Not delivered to the required standard and such non-compliance with the standard has not been remediated in accordance with the Agreement.

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

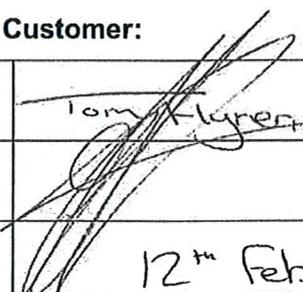
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	Candice Hope
Signature	PRINCIPAL
Date	12 Feb 19.

For and on behalf of the Customer:

Name and Title	Tom Flynn Deputy Director
Signature	
Date	12 th Feb 19

