

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

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




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

Call-Off Contract Description:

The Buyer's Digital, Data and Technology team requires support in delivering against DBT's export 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: **PA Consulting Services Ltd**

Supplier Address: **10 Bressenden Place, London, SW1E 5DN**

Registration Number: **414220**

DUNS Number: **211000617**

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 7th July 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 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 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.

Call-Off Special Terms

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

N/A

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

Call-Off Start Date: 10th July 2023

Call-Off Expiry Date: 9th July 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)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[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 month.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
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[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

Paragraph 2.1. of Schedule 14 Part A: Service Levels, are amended as follows:

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 period of 3 Months (whichever is the earlier).

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

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

- 8

Measurement

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process time-scales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates • Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

Source: Supplier Reports/Invoices



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

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



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

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, 	<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

	but this is not regarded as significant	
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Source: Collective feedback on suppliers from both Buyer and other supplier staff

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

Met	Partially met	Not met
<ul style="list-style-type: none"> No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required 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 or change of facility is required 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

Additional Insurances

Not applicable

Guarantee

Not applicable

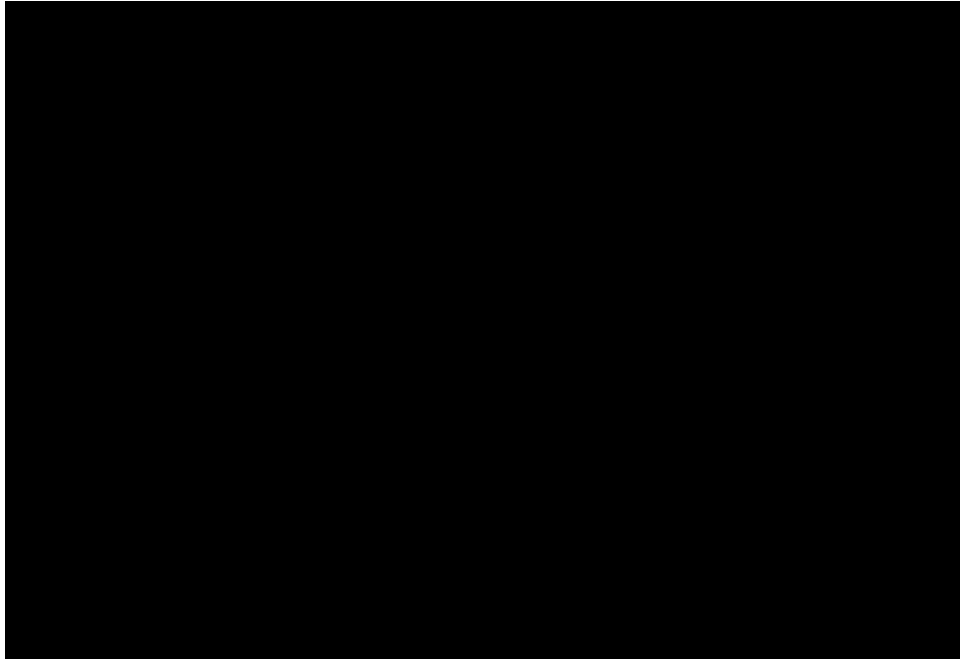
Social Value Commitment

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).

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

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

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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Supplier: PA Consulting Services Ltd

SOW Start Date: 10th July 2023

SOW End Date: 22nd September 2023

Duration of SOW: 11 weeks

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Subcontractors:

Not applicable.

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

DBT are engaged in exploring digital, data and technology (DDaT) improvements to our departmental information risk assurance process (IRAP); with a specific focus on considering where wider policy, process and digital improvements may deliver productivity and value for money benefits while maintaining compliance with cybersecurity and data standards. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

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

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[Redacted]	[Redacted]	[Redacted]	[Redacted]

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

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

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Supplier Resource Plan:

Not applicable

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

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).

All Supplier Staff must have valid and transferred Security Clearance before commencing work on the SOW001.

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>

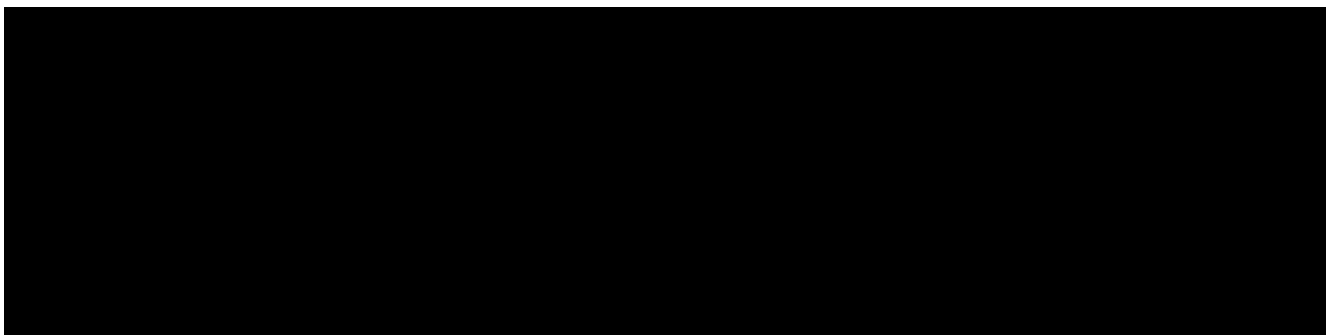
Performance Management:

Material KPIs	Target	Measured by
People	Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations	Resources provided/required
People in place (delivery)	All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied.	Feedback from peers
People in place (behaviours)	All Supplier resources delivering services for the contracts are behaving in accordance with the values and standards of the department	Feedback from peers
Partnering behaviours	Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner	Attendance to buyer/supplier meetings, Attendance to Community of Practice and agile teams' ceremonies

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:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	Progress report data in DBT template and formats.		
1.1	Report progress to the Buyer Delivery Manager/ Service owner on an informal basis weekly. The Buyer Delivery Manager/ Service Owner will act as the Supplier's day-to-day point of contact for resolving any risks, blockers or matters requiring discussion or escalation.		weekly
1.2	Report progress on key objectives at Fortnightly portfolio meetings.		Every 2 weeks
1.3	Be able to do Demos or show progress in thinking or planning at Fortnightly Portfolio Show and Tells.		Every 2 weeks
1.4	Timesheets including names of individuals		Monthly

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

	who have worked on the project, their day rates (per this SOW), and the dates they have worked.		
1.5	Operational Performance Review (OPR). This requires monthly updates on the achievements, risks, issues, dependencies on the team and their progress;		Monthly
1.6	DBT might require ad-hoc reporting/presentations to various internal functions that might need input from this team (e.g., marketing, ministers, Director General(s))		Ad-hoc

[illegible]

2 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

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

binding on the Parties:

