

**CALL OFF ORDER FORM**

**FOR**

**NEW AND PARTNERS LABORATORIES**

**CONTRACT REFERENCE: CCCC20C09**

**CONTRACT FOR THE PROVISION OF NEW AND PARTNER  
LABORATORIES**

**DEPARTMENT OF HEALTH AND SOCIAL CARE  
AND  
LIFECYCLE MANAGEMENT GROUP LTD**

## SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **Business Consultancy Services**

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 Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	CCCC20C09
<b>From</b>	Department of Health and Social Care ("CUSTOMER")
<b>To</b>	Lifecycle Management Group Limited ("SUPPLIER")
<b>Date</b>	07/12/2020 ("DATE")

## SECTION B

### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 07/12/2020</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>31/03/2021</b>

### 2. SERVICES

<b>2.1</b>	<p><b>Services required:</b></p> <p>In Call Off Schedule 2 (Services)</p> <p><b>REDACTED</b> will continue to work in the New &amp; Partner Labs division for 4 days a week, Monday to Thursday. <b>REDACTED</b> will:</p> <ul style="list-style-type: none"> <li>- Fulfil Deputy Director activities as required: Supporting the New &amp; Partner Labs Director with ad hoc activities.</li> <li>- Act as a Programme Lead: Supporting 3 to 4 Project Managers in delivering new laboratory projects as part of the T&amp;T capacity expansion programme.</li> <li>- Provide procurement SME: Act as the Technical Lead and work closely with commercial colleagues to finalise equipment contracts (specifically for <b>REDACTED</b>) as well as supporting the PHE Framework.</li> <li>- Act as the Technical Lead for Lot 4 of the PHE Microbiology framework.</li> <li>- Act as the senior responsible team member for 4 labs <b>REDACTED</b>.</li> <li>- Her responsibilities will include: <ul style="list-style-type: none"> <li>o Business case development and approval for new labs and equipment</li> <li>o Lead on commercial agreements with labs and/or suppliers</li> <li>o Managing the deployment of equipment if not placed in designated labs</li> <li>o Manage senior stakeholder relationships with suppliers for both lab and equipment providers</li> <li>o Manages legacy issues surrounding new supplier mapping</li> </ul> </li> </ul> <p>Based on current delivery schedules, this work will require senior support throughout the Christmas and January demand peaks and require at least 8 weeks to close out or complete and hand over to the <b>REDACTED</b> Operations teams.</p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)</p> <p>The parties shall agree a plan of activity by 15<sup>th</sup> January 2021, with regular reviews to ensure that activities align with overall deliverables and changing Test &amp; Trace Priorities</p>
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>Not applied</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p>

	Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <b>Supplier:</b> <b>REDACTED</b>  <b>Customer:</b> <b>REDACTED</b>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Applied as per clause 28.2. DHSC shall conduct the checks specified in HMG Baseline Personnel Security Standard. The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Role: Deputy Director  Day Rate: <b>REDACTED</b> excl VAT {a day is defined as 8 hours excluding breaks}  Days required: <b>REDACTED</b>  Total excl. VAT: <b>£79,200</b>
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): Monthly in arrears via BACS
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted

<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <b>REDACTED</b>
<b>6.5</b>	<b>Call Off Contract Charges firm for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the call off contract
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applied
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Call Off Contract Charges:</b> The sum of £ <b>£79,200</b> excl. VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Lifecycle Management Group Ltd has confirmed that they hold the following level of insurance: Employer liability <b>REDACTED</b> Public and products liability <b>REDACTED</b> Professional Indemnity <b>REDACTED</b>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be amended to 5 Working Days
<b>8.3</b>	<b>Undisputed Sums Limit:</b>

	In Clause 43.1.1 of the Call Off Term
<b>8.4</b>	<b>Exit Management:</b> In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Pricing

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> As per Department for Health and Social Care standard policy
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applicable
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): Not applicable
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: <b>REDACTED</b> Supplier's postal address and email address: <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports) Not applicable
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>

	Not applicable
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Any information that Lifecycle has access to during the course of this contract should not be shared outside of the Test & Trace programme, without prior written consent from DHSC
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17 <b>Customer:</b> Name: <b>REDACTED</b> Email: <b>REDACTED</b> <b>Supplier:</b> Name: <b>REDACTED</b> Email: <b>REDACTED</b>
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  Not applicable

## 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	
Signature	
Date	

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	