



**Crown
Commercial
Service**

**Call Off Order Form for Management Consultancy
Services**

Provision of South African Variant Support

To

Department of Health and Social Care

From

Bramble Hub Ltd

Contract Reference CCCC21A30

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 RM6008 Management Consultancy Services Two 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	To be confirmed post contract award
From	Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of 39 Victoria Street, London, SW1H 0EU ("CUSTOMER")
To	Bramble Hub Limited ("SUPPLIER")
Date	15 February 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The Contract is deemed to have commenced on 4 January 2021
1.2.	Expiry Date: End date of Initial Period: 31 March 2021

2. SERVICES

2.1	Services required: Background Genomic sequencing is a powerful technology that provides a description of clinically and epidemiologically relevant characteristics of a pathogen,. Whole genome sequencing
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of pathogens provides the highest resolution data for the efficient relatedness analysis that is key to public health responsiveness.

The Genomics Programme has established an end-to-end beta service that provides unbiased surveillance of the UK population to identify variants of interest and variants of concern; targeted studies in conjunction with targeted testing (e.g. VOC, Eagles) and multiple other use cases for the technology (e.g. Border regulations, international field research and global surveillance).

Today's Genomic capability is:

- highly dependent on third party academic partners with limited commercial or contractual leverage.
- is not owned or controlled by HMG.
- has finite capacity.
- is not flexible, easily adaptable or scalable.
- presents operational challenges.

Over the next FY, the Programme will:

- Expand sequencing capacity more than two-fold so that 100% of all positive (sequencable) cases can be sequenced and a global offer can be launched,
- Improve turnaround times so that the time to insight is reduced resulting in better decisions and faster action.
- Design and Build an end-to-end service that is world leading and owned and run by NIHP as a public health asset.
- Transition capability from academic providers and decommission services efficiently.
- Design the target genomics service function and supporting functions.
- Design and implement a service operating model for the new service.
- A holistically managed performant service with reliable service metrics, delivered under SLA

The Programme Manager will:

- Define the Programme
- Plan the Programme delivery
- Define the delivery and governance structures, and facilitate the effective execution of associated processes.
- Deliver the programme across its lifecycle, responsible to the SRO for delivering the new/enhanced capabilities and facilitating the programme outcomes and benefits.
- Manage delivery partners and internal resources for delivery.
- Oversee Running of the Service prior to full-Service Acceptance by Service Owners
- Transition Management.
- Supplier /Contract Management.
- Manage risks, issues, incidents.

Key outcomes/deliverables

- Legacy operational continuity and management.
- Service Strategy.
- TOM / SOM design.
- Business cases / funding.
- Service Development Roadmap and detailed plans.
- New NIHP-run sample – sequencing operations.
- Data & Technology capabilities – delivered through CIO / CDO.
- New surveillance, bioinformatics, data analysis and advisory capability.

	<ul style="list-style-type: none"> • New operations management toolkit, MI and Dashboards. • New service management processes. • New Operating Model and Business Plan.
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3. PROJECT PLAN

3.1	Project Plan:
.	Not required

4. CONTRACT PERFORMANCE

	Standards: Not required
	Service Levels/Service Credits: Not applied
	Critical Service Level Failure: Not applied
	Performance Monitoring: The Supplier shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel against agreed budgets
	Period for providing Rectification Plan: The period of ten (10) Working days in clause 39.2.1(a) shall be amended to five (5) Working Days

5. PERSONNEL

	Key Personnel: REDACTED TEXT
	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms The Supplier shall ensure that the checks specified in HMG Baseline Personnel Security Standard have been carried out in respect of any of Supplier Personnel assigned to access the Customer Premises, Customer Property, Customer Data or any other property or information belonging to the Customer, and that the results of those checks were satisfactory. The Supplier shall document full and accurate records of HMG Baseline Personnel Security Standard checks.

	<p>This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.</p> <p>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.</p> <p>Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):</p> <ul style="list-style-type: none"> • carry out a check with the records held by the Department for Education (DfE); • conduct thorough questioning regarding any Relevant Convictions; and <p style="padding-left: 100px;">ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.</p>
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6. PAYMENT

	<p>Call Off Contract Charges (including any applicable discount(s), fees are inclusive of expenses but excluding VAT):</p> <p>Table of grades</p> <p>The total cost REDACTED TEXT will be £104,643.00 exc. VAT.</p> <p>REDACTED TEXT</p>
	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Monthly in arrears.</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> • completed timesheets for amounts set out in the relevant invoice; and • such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts. <p>The Supplier shall have processes and systems in place to review the costs and pricing during the Call Off Contract Term and similarly for the mix of the grades that are assigned to the project team to deliver best value for money for the Customer. The Supplier shall report any value for money finding to the Customer for consideration.</p>

	Reimbursable Expenses: Not permitted
	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED TEXT
	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full term of the Contract
	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: 1 January and 1 July each year
	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

	Estimated Year 1 Call Off Contract Charges: The sum of £104,643.00 exc. VAT
	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off terms
	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms Professional Indemnity – £5m per claim and in the aggregate per annum Employers' liability – as required by law Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum

8. TERMINATION AND EXIT

	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
	Termination without cause notice period (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working days in Clause 42.7 shall be amended to 48 hours

	<p>Undisputed Sums Limit:</p> <p>In Clause 43.1.1 of the Call Off Terms</p>
	<p>Exit Management:</p> <p>Call Off Schedule 9 (Exit Management) shall not apply. However, appropriate exit management is of particular importance for this assignment and will be managed carefully by both parties.</p> <p>The Customer will keep the Supplier as informed as it reasonably can about whether the assignment is likely to be extended, or otherwise how it intends to continue delivery of the Services (if it does), whether itself or using another supplier, and then who it intends to take over each part of the Services.</p> <p>Where the Customer has identified alternative resource(s) to take on some or all of the Services, both parties will jointly draft and agree an appropriate knowledge transfer plan or plans as soon as reasonably practically possible, bearing in mind the evolving nature of the Services. The requirement is to ensure a rapid, orderly, non-disruptive transition of the Services.</p> <p>This plan should include as a minimum (unless otherwise agreed) and to an appropriate level of detail in the circumstances:</p> <ul style="list-style-type: none"> • the proposed methodology for achieving the transfer of all relevant knowledge to the Customer and/or Replacement Supplier on the expiry or termination of this Call Off Contract; • a project plan for effective knowledge transfer, including any milestones and deliverables for both parties; • identification of all critical processes and information that will be documented and provided to the Customer and/or Replacement Supplier and the timescales for documentation and provision; • the proposed format of documentation and/ or hand-over training and/or joint working that will be provided by the Supplier as part of knowledge transfer and the proposed dates for provision; and • definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams) • The minimum number of hours that the knowledge transfer will take to complete. <p>Where a (or the) knowledge transfer plan is agreed, it will be incorporated into the Services, executed by both parties as part of this Contract, and charged by the Supplier as part of the units set out at 7.1.</p> <p>Both parties acknowledge the evolving, time-critical and unpredictable nature of the Customer requirement and the Services being undertaken, and the potential need to refine jointly any knowledge transfer plan in practice as the need dictates.</p>

9. SUPPLIER INFORMATION

	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Not applied</p>
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	Commercially Sensitive Information: The detailed costing is commercially sensitive, the overall cost may be shared
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10. OTHER CALL OFF REQUIREMENTS

	Recitals (in preamble to the Call Off Terms): Recital A
	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
	Security: Short form security requirements shall apply
	ICT Policy: As per Department for Health and Social Care standard policy
	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be as defined in the BCDR Plan.
	NOT USED
	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address: REDACTED TEXT Supplier’s postal address: REDACTED TEXT
	Transparency Reports

	TITLE	CONTENT		FREQUENCY	
	Project Progress & Deliverables Report	<ul style="list-style-type: none"> • A summary of resource utilised: activities completed and cost assigned in the week completed; • A rolling two (2) week forecast of resource required • Overview of all open and closed actions • Overview of open and closed risks and issues • Deliverables provided and Milestones completed/achieved in the relevant week • Anticipated delays to delivery of Milestones and Deliverables 	Excel or Word	Weekly	
	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applied				
	Call Off Tender: The Supplier agrees that the deliverables will be as outlined in Section 2.1 of the Order Form.				
	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms				
	Staff Transfer Annex to schedule 10, List of Notified Sub-Contractors (Call Off Tender)				
	Processing Data Not applicable				
10.1 6	MOD DEFCONs and DEFFORM Not applied				

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	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT

For and on behalf of the Customer:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	REDACTED TEXT