



Crown
Commercial
Service

BARINGA PARTNERS CONTRACT
TO
DEPARTMENT OF HEALTH AND SOCIAL CARE
FROM
BARINGA PARTNERS LLP

CONTRACT REFERENCE: CCCC21A89

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

REDACTED

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

REDACTED

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 Strategic Consultancy Services (via MCF 2 / Lot 3) 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	CCCC21A89
From	Department of Health and Social Care ("CUSTOMER")
To	Baringa Partners LLP ("SUPPLIER")
Date	30/04/2021. ("DATE")

SECTION B

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1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The contract will commence on 03/05/2021
1.2.	Expiry Date: End date of Initial Period: 31/07/2021

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) and Annex A – Services Required of this document.
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3. PROJECT PLAN

3.1.	Project Plan: As indicated in Annex A – Services Required.
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4. CONTRACT PERFORMANCE

4.1.	Standards:
	As indicated in Annex A – Services Required and Call Off Terms.
4.2	Service Levels/Service Credits: Not applied.
4.3	Critical Service Level Failure: Not applied.
4.4	Performance Monitoring: Not applied.
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms.

5. PERSONNEL

REDACTED

5.1	Key Personnel: REDACTED ("CUSTOMER") REDACTED ("SUPPLIER")
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied.

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and provided here for the avoidance of doubt. Contracted services will be provided at up to a maximum of £1,779,931.30 excluding all expenses and excluding VAT. This price is comprised as shown in Annex A – Services Required.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). For the avoidance of doubt, the Supplier will invoice monthly in arrears.

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6.3	Reimbursable Expenses:
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Management Consultancy Framework Two (MCF2) - RM6008

Framework Schedule 4 – Template Call Off Order Form

Attachment 5a

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Management Consultancy Framework Two (MCF2) - RM6008

travel for the delivery of these Services. As such the Authority would not expect any claims for expenses.

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Management Consultancy Framework Two (MCF2) - RM6008	Department for Health and Social Care's Travel & Subsistence policy.
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Framework Schedule 4 – Template Call Off Order Form

Attachment 5a

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6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment
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Management Consultancy Framework Two (MCF2) - R46008

Framework Schedule 4 – Template Call Off Order Form

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Management	completed and the associated costs.
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Consultancy Framework Two (MCF2) - RM6008

Framework Schedule 4 – Template Call Off Order Form

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Management Consultancy Framework Two (MCF2) - RM6008	Accounts Payable
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	<p>Department of Health and Social Care 39 Victoria Street London SW1H 0EU</p> <p>Email: tandt@nhs.net</p>
6.5	<p>Call Off Contract Charges held firm for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the contract term including any extension.</p>
6.6	<p>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:</p> <p>Not applicable.</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not permitted.</p>

7. LIABILITY AND INSURANCE

7.1	Estimated 9 Month Call Off Contract Charges:
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	The sum of £1,779,931.30 including all expenses but excluding VAT.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms.
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): 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): The period of thirty (30) Working Days in Clause 42.7 shall be altered to five (5) Working Days.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms.
8.4	Exit Management: In Call Off Schedule 9 (Exit Management).

REDACTED

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable.
9.2	Commercially Sensitive Information: Commercially Sensitive Information will include but not be limited to: The Customer's Services Required / Statement of Requirements shown at Annex A of this document. Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.

REDACTED

10.3	Security: Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract.
10.4	ICT Policy: Not applied.

10.6	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 for the duration of the contract term, including any extension.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms.

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10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address:</p> <p>Department of Health and Social Care 62 Buckingham Gate, London. SW1E 6PA</p> <p>Supplier's postal address:</p> <p>Baringa Partners LLP Dominican Curt, 17 Hatfields, London,</p>
	<p>Greater London. SE1 8DJ England</p>
10.10	<p>Transparency Reports Not applicable.</p>

REDACTED

10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable.
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) and at Annex B – Call Off Tender, of this document.
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms.
10.14	Staff Transfer Not applicable.
10.15	Processing Data Call Off Schedule 17. Name: REDACTED Email: Data.protection@DHSC.gov.uk ("CUSTOMER")

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Management	Supplier Data Protection Officer
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Consultancy Framework Two (MCF2) - RM6008

Framework Schedule 4 – Template Call Off Order Form

Attachment 5a

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Management	Name: REDACTED Consultancy Framework Two (MCF2) - RM6008
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Framework Schedule 4 – Template Call Off Order Form

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Management Consultancy Framework Two (MCF2) - RM6008	Email: REDACTED
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Framework Schedule 4 – Template Call Off Order Form

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Management	(“SUPPLIER”) Consultancy Framework Two (MCF2) - RM6008
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Framework Schedule 4 – Template Call Off Order Form

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Contract Reference:	CCCC21A89	
Date:	30/04/2021	
Description Of Authorised Processing	Details	
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. In the event of any conflict between (i) this document and (ii) the terms and conditions of Commercial Agreement RM6008 – MCF 2, the order of precedence will be (i); (ii).	
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,	

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Duration of the processing		For the duration of the Framework Contract plus 7 years.			
Nature and purposes of the processing		Not applicable within the context of the Contracted Services.			
Type of Personal Data		Full name Workplace address Workplace Phone Number Workplace email address			
Categories of Data Subject		Not applicable within the context of the Contracted Services.			
10.16	MOD DEFCONs and DEFFORM 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.

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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.

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