



**Crown  
Commercial  
Service**

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

**Provision of Procurement and Contract Management  
Consultancy Services**

**From**

**Department of Health and Social Care**

**To**

**Turner & Townsend Contract Services Ltd**

**Contract Reference CCCC20C08**

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## **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	Department of Health and Social Care ("CUSTOMER")
To	Turner and Townsend Contract Services Ltd ("SUPPLIER")
Date	24 December 2020 ("DATE")

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> The Contract is deemed to have commenced on 26 September 2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 31 March 2021  Permitted extensions: N/A

## 2. SERVICES

2.1	<p><b>Services required:</b></p> <ol style="list-style-type: none"><li>1. Provide procurement advice, assurance and lead the Construction sub-category for Mega Labs for T&amp;T Commercial including setting up of contracts for Mace, Kier and Balfour Beatty. The role will transition to contract management and operate within a defined Contract Management process. Provide a Procurement Assurance role in the application of procurement routes for the Infrastructure team.</li></ol> <p>Role includes:</p> <ul style="list-style-type: none"><li>• Overview of procurements undertaken and working with DHSC colleagues to develop Governance and Assurance for implementation;</li><li>• Input in to contract terms for Letters of Intent and Contract to protect the client;</li><li>• Development of performance mechanisms to ensure suppliers deliver on time and value for money; abiding by a Value for Money Statement;</li><li>• Implementing a contract management approach defined by Contract Management.</li></ul> <ol style="list-style-type: none"><li>2. Provide procurement and contract support to both the Lateral Flow Test workstream and UK Manufacturing workstream assisting with contract negotiations and supply agreements.</li></ol> <p>Role includes:</p> <ul style="list-style-type: none"><li>• Attending initial calls for lateral flow test suppliers and acting as a first point of Commercial contact;</li><li>• Supporting UK manufacture Workstream in writing business cases and gaining approvals;</li><li>• Working with legal to draft Licence Agreements and Contracts for Manufactured LFT's;</li><li>• Negotiating contracts and licence agreements for the above;</li><li>• Ensuring UK Manufacturer Workstream supplier invoices are correct and submitted for payment in a timely manner.</li></ul> <p>Both roles will be required to fulfil a 5 days'hand over period to any replacement resources while they are still within contract and a further 5 days' handover agreement in the 2 weeks directly following the services ending to ensure continuity and that knowledge transfer is fully completed.</p>
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## 3. PROJECT PLAN

3.1.	<p><b>Project Plan:</b></p> <p>Not applied</p>
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## 4. CONTRACT PERFORMANCE

4.1.	<p><b>Standards:</b></p>
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	In Clause 11 (Standards and Quality) of the Call Off Terms
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Performance will be measured through the delivery of a procurement service for the implementation and achievement of compliant procurement and contract management
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <u>Customer</u> Redacted <u>Supplier</u> Redacted
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Redacted
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<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)): Redacted
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full term of the 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 Year 1 Call Off Contract Charges:</b> The sum of £193,200.00 exc. VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

## 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): 5 working days

<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>  Not applied

## 9. SUPPLIER INFORMATION

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

## 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 shall apply
<b>10.4</b>	<b>ICT Policy:</b>  Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>  Not applied  <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
<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):  In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):  Customer's postal address: 39 Victoria Street, Westminster, London SW1H 0EU Supplier's postal address: 45 Church Street Birmingham B3 2RT
<b>10.10</b>	<b>Transparency Reports</b>  In Call Off Schedule 13 (Transparency Reports)

10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not Applied	
10.12	<b>Call Off Tender:</b> The Supplier agrees that the deliverables will be as outlined in Section 2.1 of the Order Form – Statement of Requirements	
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms	
10.14	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	
10.15	<b>Processing Data</b>  The contact details of the Customers Data Protection Officer are:  To be completed post contract award  The contact details of the Suppliers Data Protection Officer are:  To be completed post contract award	
	<b>Contract Reference:</b>	CCCC20C08
	<b>Date:</b>	24 December 2020
	<b>Description Of Authorised Processing</b>	<b>Details</b>
	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be the Data Controller and the Supplier shall be the Data Processor.
	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities
	Duration of the processing	For the duration of the Framework Contract plus 7 years.
	Type of Personal Data	Full name Worplace address Workplace Phone Number Workplace email address Names Job Title
	Categories of Data Subject	Current personnel

			Contractors/Consultants Customers
10.16	<b>MOD DEFCONs and DEFFORM</b>		
	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
Signature	Redacted
Date	5 February 2021

### For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	10/02/21