



**Crown
Commercial
Service**

**Provision of NHS TT People Ops, Project
Management, Analytics and Recruitment**

To

Department of Health and Social Care

From

Bramble Hub Limited

Contract Reference: CCCC21A27

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4
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 Complex & Transformation Consultancy Services 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, following Contract Award
From	REDACTED ("CUSTOMER") REDACTED
To	REDACTED ("SUPPLIER") REDACTED
Date	12th February 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: This contract is deemed to have commenced on Friday 12 th February 2021
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1.2.	Call Off Expiry Date: End date of Call Off Period: Wednesday 31 st March 2021 There shall be no expressed extension provision for this contract beyond this date
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2. SERVICES

2.1.	Services required: Provision of the resources below for the period specified: <ul style="list-style-type: none"> - James Gillard (Talent Acquisition Transformation Consultant) - Bill Lamont (Senior HR Ops and Analytics Consultant) The Supplier will use their best endeavours to ensure that this contractual provision is implemented in line with the Services Required of them from the Customer as specified above. The Services will form part of a large and complex programme to shape and deliver mass population testing across the UK. This will involve multiple workstreams and deliverables. MCF2 Lot 3 has been chosen [for mass testing] as it is deemed complex, multi-disciplinary, transformational and large scale with multiple workstreams and interdependencies. The Supplier shall co-ordinate and report across the breadth of the specified work package and the wider Test and Trace programme of work, ensuring interdependencies are considered at the work package and programme levels.
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3. PROJECT PLAN

3.1.	Project Plan: Not Required
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Required
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied

4.4	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
4.5	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

5.1	Key Personnel: REDACTED
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Applied as per clause 28.2.</p> <p>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> <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 • 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.

6. PAYMENT REDACTED

6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Monthly in arrears</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</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>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges,</p> <p>REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract</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 Year 1 Call Off Contract Charges: £130,942.35 (exc VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); As set out in Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): Professional Indemnity – £5m per claim and in the aggregate per annum Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum

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 amended to five (5) Working Days
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: 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. 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. 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>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>
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The detailed costing is commercially sensitive, the overall cost may be shared

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
10.3	Security: Select short form security requirements

10.4	ICT Policy: As per Department for Health and Social Care standard policy
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10.6	Business Continuity & Disaster Recovery: Not Applicable				
10.7	NOT USED				
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not Applicable				
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: REDACTED Supplier’s postal address and email address: REDACTED				
10.10	Transparency Reports As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):				
	TITLE	CONTENT	FORMAT	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	[Excel or Word]	Weekly	
		<ul style="list-style-type: none">• Anticipated delays to delivery of Milestones and Deliverables			
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)				
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable				
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).				
10.15	Processing Data Not applicable				
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.

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	10 March 2021

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	16/03/2021