



**Crown  
Commercial  
Service**

**Provision of Testing PMOs for Test and Trace**

**To**

**Department of Health and Social Care**

**From**

**Bramble Hub Limited**

**Contract Reference: CCCC21A37**

## **Crown Commercial Service**

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

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**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	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  <b>("CUSTOMER")</b>  <b>Laura Morris (Customer contact name)</b>
To	<b>Bramble Hub Limited</b>  <b>("SUPPLIER")</b>  <b>Neil Simpson (Supplier contact name)</b>
Date	<b>4<sup>th</sup> January 2021</b>  <b>("DATE")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Call Off Commencement Date:</b>  This contract is deemed to have commenced on Friday 1 <sup>st</sup> January 2021
<b>1.2.</b>	<b>Call Off Expiry Date:</b>  End date of Call Off Period:  Wednesday 31 <sup>st</sup> March 2021  There shall be no expressed extension provision for this contract beyond this date

**2. SERVICES**

2.1.	<p><b>Services required:</b></p> <p>COVID-19 continues to pose a threat to public health, the economy and government operations and every department and major public body has been and continues to mobilise at unprecedented pace and scale.</p> <p>The NHS Test and Trace Service provides a strategic framework, direction and grip to manage the service and enable activity to take place in a coordinated way, as a service, that delivers HMG's target outcomes of:</p> <ul style="list-style-type: none"> <li>• Protecting the health and care systems;</li> <li>• Reducing excess mortality (COVID and non-COVID);</li> <li>• Supporting social and economic recovery.</li> </ul> <p>Project One continue to support the development and delivery of the NHS Test and Trace service – our consultants working with Testing Division to provide PMO delivery support.</p> <p>For This requirement, the supplier is to provide and deliver:</p> <ul style="list-style-type: none"> <li>• PMO Leadership.</li> <li>• Programme Reporting.</li> <li>• Programme Finance.</li> <li>• Risk and Issue management and reporting.</li> <li>• Programme Planning.</li> </ul> <p>Programme Commercial Coordination. Deliverables are under the governance and control of Annelies Look (Testing Programme Director).</p> <p>Note that given the reactive and fast-moving nature of the programme, formal acceptance criteria have not been defined and are not required as this is a resourcing only project.</p> <p>As may be further set out in Call Off Schedule 2 (Services).</p> <p>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 1 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.</p>
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### 3. PROJECT PLAN

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

4.1.	<b>Standards:</b> Not Required
4.2	<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> 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
<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> Neil Simpson– Supplier contract lead Laura Morris - Customer contact
<b>5.2</b>	<p><b>Relevant Convictions</b> (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"> <li>• carry out a check with the records held by the Department for Education (DfE);</li> <li>• conduct thorough questioning regarding any Relevant Convictions; and</li> <li>• 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.</li> </ul>

## 6. PAYMENT

6.1

**Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):

Table of grades & rates:

- The total cost of this role will be **£441,000** (excl. VAT).
- This role will be contracted until 31/03/2021 meaning the cost will be incurred within the financial year

**A full break-down of the overall costs, as well as its rates, for this contract is specified within the below table:**

*The total of 441 days will not be exceeded but may be reallocated across the team to enable weekend working where required due to demand or to cover sickness or annual leave.*

Name of Resource	Grade	Day Rate	Number of Days	Cost
Fiona Burn (PMO Consultant #1)	Blended	£1,000	63	£63,000
Alan Robinson (PMO Consultant #2)	Blended	£1,000	63	£63,000
Rob Munday (PMO Consultant #3)	Blended	£1,000	63	£63,000
Priya Kanadia (PMO Consultant #4)	Blended	£1,000	63	£63,000
Hita Patel (PMO Consultant #5)	Blended	£1,000	63	£63,000
Bridget Spencer (PMO Consultant #6)	Blended	£1,000	63	£63,000
Peter Macey (PMO Consultant #7)	Blended	£1,000	63	£63,000
Totals			441	<b>£441,000</b>

6.2

**Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):

Monthly in arrears

In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

Submitted invoices must be accompanied by supporting information including:

- 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.

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.
<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)): <a href="mailto:tandt.sbs@nhs.net">tandt.sbs@nhs.net</a> Payment and Invoicing 39 Victoria Street Westminster London SW1H 0EU
<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 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 Applicable
<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 £441,000 (exc VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); As set out 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): 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

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)):
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	In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<p><b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):</p> <p>The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) Working Days</p>
<b>8.3</b>	<p><b>Undisputed Sums Limit:</b>In Clause 43.1.1 of the Call Off Terms</p>
<b>8.4</b>	<p><b>Exit Management:</b></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"> <li>• 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;</li> <li>• a project plan for effective knowledge transfer, including any milestones and deliverables for both parties;</li> <li>• 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;</li> <li>• 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</li> <li>• definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams)</li> <li>• The minimum number of hours that the knowledge transfer will take to complete.</li> </ul> <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



<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> The detailed costing is commercially sensitive, the overall cost may be shared

## 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> Select 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>Department of Health and Social Care,</b> <b>39 Victoria Street,</b> <b>Westminster,</b> <b>London,</b> <b>SW1H 0EU</b> Supplier's postal address and email address: <b>Bramble Hub Limited</b> 9E Albert Embankment London SE1 7SP contact@bramblehub.co.uk

10.10	<b>Transparency Reports</b>			
	As set out in the table below (and Call Off Schedule 13 (Transparency Reports)):			
	<b>TITLE</b>	<b>CONTENT</b>	<b>FORMAT</b>	<b>FREQUENCY</b>
	Project Progress & Deliverables Report	<ul style="list-style-type: none"><li>• A summary of resource utilised: activities completed and cost assigned in the week completed;</li><li>• A rolling two (2) week forecast of resource required</li><li>• Overview of all open and closed actions</li><li>• Overview of open and closed risks and issues</li><li>• Deliverables provided and Milestones completed/achieved in the relevant week</li><li>• Anticipated delays to delivery of Milestones and Deliverables</li></ul>	[Excel or Word]	Weekly
10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not applicable			
10.12	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)			
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applicable			
10.14	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).			
10.15	<b>Processing Data</b> Not applicable			
10.16	<b>MOD DEFCONs and DEFFORM</b>			

	Not applicable
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## 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	Richard Archer, Managing Director
Signature	
Date	18 March 2021

### For and on behalf of the Customer:

Name and Title	Christopher Barlow / Commercial Director
Signature	
Date	23/03/21

