



Crown  
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Service

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

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

## 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 **RM3745** dated *4<sup>th</sup> September 2017/21<sup>st</sup> November 2017*.

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 Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	CCCC21A84
<b>From</b>	<b>The Department of Health and Social Care ("CUSTOMER")</b>
<b>To</b>	<b>REDACTED Partner PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH United Kingdom  ("SUPPLIER")</b>

### SECTION B

#### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 26<sup>th</sup> April 2021</b>
	<b>Expiry Date:</b>  End date of Initial Period <b>28<sup>th</sup> of May 2021</b>  End date of Extension Period <b>N/A</b>  Minimum written notice to Supplier in respect of extension: <b>N/A</b>

## SERVICES

2.1	<p><b>Services required:</b></p> <p><b>Background</b></p> <p>DHSC have been in contract with Perkin Elmer for the provision of testing services since September 2020, across two sites: Charnwood and IP5 (Newport). Perkin Elmer have invoiced DHSC £224m to date and DHSC are seeking cost validation activities in relation to these costs.</p> <p>DHSC are looking to negotiate a new contract with Perkin Elmer that will replace the current one. This review will be used to inform future negotiations.</p> <p><b>Objective</b></p> <ul style="list-style-type: none"> <li>• A validation exercise, reviewing and where appropriate collating evidence of transactions to support the cost validation process. The supplier will need to create a template to input and present this information in a consistent manner.</li> </ul> <p><b>Scope</b></p> <ul style="list-style-type: none"> <li>• We will perform targeted testing, and select a sample of costs that have been invoiced by Perkin Elmer to DHSC obtaining evidential support and rationale for costs incurred, across both sites. We will review costs for whether they are accurate, allowable and reasonable. This will include the following: <ul style="list-style-type: none"> <li>○ <b>Stock</b> - on a sample basis we will; Understand and verify the stock delivered by Perkin Elmer for both sites; Reconcile stock to receipt notes and physically verify inventory levels; Review the accuracy of the stock wastage levels reported by Perkin Elmer; and look to verify the shelf life of remaining stock on hand.</li> <li>○ <b>Variable Fees</b> (testing materials): validate variable costs to supporting evidence including agreed contract price rates. Check whether volume based discounts have been applied accurately.</li> <li>○ <b>Fixed Fees</b> (costs include: laboratory maintenance, employment costs, management and operations): understand the workings that sit behind the monthly fixed fees and compare to actual costs incurred by Perkin Elmer, with an emphasis on value for money considerations.</li> <li>○ <b>Capital Equipment Mobilisation costs</b> (capital equipment purchases): validate capital costs have been incurred accurately, appropriately capitalised, that the allocation of depreciation is reasonable and that these costs are considered value for money.</li> <li>○ <b>Implementation mobilisation costs</b> (third party equipment such as laboratory and office furniture, third party instruments, IT and Supplier coordination services): Understand the actual implementation mobilisation costs incurred by Perkin Elmer for both sites.</li> <li>○ <b>Gainshare</b> - the gainshare mechanism will be reviewed as per Annex 2 to Schedule 4.</li> <li>○ <b>Exit Costs Charnwood:</b> To validate exit costs associated with the Charnwood site. Stranded costs may include reagents, consumables and staffing costs. Whilst every effort has been given to provide notice as per the contractual period this has not always been possible. Therefore, DHSC may incur stranded costs and well as dilapidations. DHSC may incur demobilisation costs as part of the exit plan.</li> </ul> </li> </ul>
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- Where applicable, we will perform a 'virtual' verification exercise over a sample of assets to confirm they are in good working condition and located at the right site per the asset register.

### **Our Approach**

- We will review available contractual documentation to understand what are deemed as allowable costs.
- We will obtain a high level understanding from both an DHSC and Perkin Elmer perspective on how costs relating to this commercial arrangement are incurred and approved.
- We will complete walkthroughs to understand the controls and processes in place.
- For a sample of costs we will obtain evidential support from the supplier to validate the costs have been incurred by Perkin Elmer, the rationale behind the cost being incurred and what approval/contractual support exists to authorise the cost to be incurred.

### **Exclusions**

- Our work does not constitute a full audit or review of all costs contained within the invoice.

### **Timing**

- We will carry out the review work on a desktop basis, starting our review from 26th April 2021. The key stages of our work and suggested timetable are outlined below:
  1. Planning /Mobilisation (1st week )
    - Key stakeholders introduction
    - Key documents desktop review
    - Supplier introduction and initial data request
  2. Fieldwork (weeks 2-3)
    - Process overview
    - Asset and cost validation translated into a clear template
    - Financial records assessment
    - Problems / obstacles identified
  3. Key output (week 4)
    - End of phase meeting with DHSC and advisors
    - Formal handover of findings & validation
    - Other areas for further investigation
- Completion of our work will be dependent on the time taken by the supplier to turn around our requests.

### **Deliverable**

We will provide regular updates to DHSC in relation to our findings and emerging themes.

On the basis that our information requirements are met, we estimate that we will have a draft cost validation template ready for discussion with NHS Test and Trace during w/c 24th May 2021.

### **Customer responsibilities:**

	<p>The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's staff. Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.</p> <p><b>COVID-19</b></p> <p>The ongoing uncertainty related to Coronavirus (COVID-19) may impact your and our ability to perform obligations under the agreement, including as a result of travel restrictions. For example we may need to provide services from an alternative location, substitute personnel where practicable or work with you to establish remote access to your systems, as far as this is possible. If you are affected by COVID-19 and it has an impact on the agreement please let us know so that we can seek solutions together.</p> <p>Please also see our <a href="#">website</a> here for information in relation to responding to the business impacts of COVID-19.</p>
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## PROJECT PLAN

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

<b>4.1</b>	<p><b>Standards:</b></p> <p>As defined in the Call Off Terms</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not Applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not Applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not Applied</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>Not Applied</p>

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>
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	<p><b>DHSC</b></p> <p>REDACTED- Commercial Lead REDACTED - Finance</p> <p><b>PwC</b></p> <p>REDACTED - Partner REDACTED - Director REDACTED - Manager REDACTED - Manager</p>
<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>

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):
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Role	Rate	Units required	Discount applied
<b>Charged days</b>			
Junior Auditor	650	20	n/a
Senior Auditor	850	15	n/a
Audit Manager	1190	20	n/a
Director / Partner	1950	7.5	n/a
<b>Investment Days (not charged)</b>			
Total excl. VAT		£65,675	
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payable via BACS 30 days payment terms		
<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@dhsc.gov.uk 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

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £65,675.00
<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): 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

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) 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 42.7.1 of the Call Off Terms): <b>5 working days</b>
<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>  In Call Off Schedule 9 (Exit Management)

## 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>  Call off contract charges

## 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  AND  Security Policy
<b>10.4</b>	<b>ICT Policy:</b> As per Department for Health and Social Care standard policy
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	NOT USED
<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:  Department of Health and Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU  Supplier's postal address and email address:  REDACTED PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH

	United Kingdom Email: REDACTED@pwc.com													
10.1 0	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)													
<table><tr><th>TITLE</th><th>CONTENT</th><th>FORMAT</th><th>FREQUENCY</th></tr><tr><td rowspan="2">Project Progress &amp; Deliverables Report</td><td>• Weekly reporting to be provided to DHSC key personnel</td><td>Word</td><td>Weekly</td></tr><tr><td>• Final report to be provided and discussed at the end of the audit period</td><td>Various</td><td>Upon Audit Completion</td></tr></table>				TITLE	CONTENT	FORMAT	FREQUENCY	Project Progress & Deliverables Report	• Weekly reporting to be provided to DHSC key personnel	Word	Weekly	• Final report to be provided and discussed at the end of the audit period	Various	Upon Audit Completion
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Project Progress & Deliverables Report	• Weekly reporting to be provided to DHSC key personnel	Word	Weekly											
	• Final report to be provided and discussed at the end of the audit period	Various	Upon Audit Completion											
10.1 1	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b>  Not applicable													
10.1 2	<b>Call Off Tender:</b> In Call Off Schedule 16													
10.1 3	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applicable													
10.1 4	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).													
10.1 5	<b>Processing Data</b> Call Off Schedule 17													
	1. The contact details of the Customer Data Protection Officer is:  Name: REDACTED  Email: REDACTED@DHSC.gov.uk													

2. The contact details of the Suppliers Data Protection Officer is:

Data Protection Officer  
PricewaterhouseCoopers LLP  
1 Embankment Place  
London  
WC2N 6RH  
REDACTED  
Email: [REDACTED@uk.pwc.com](mailto:REDACTED@uk.pwc.com)

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

<b>Contract Reference:</b>	CCCC21A84
<b>Date:</b>	
<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 Parties are independent controllers of Personal Data under this Framework Agreement.
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 Award plus 7 years.

	Nature and purposes of the processing	
	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation
	Categories of Data Subject	
<b>10.1 6</b>	<b>MOD DEFCONs and DEFFORM</b> Call Off Schedule 15 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 Partner
Signature	
Date	

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	