



Crown  
Commercial  
Service

**THE PROVISION OF TEST AND TRACE  
COMMERCIAL SUPPORT**

**TO**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**FROM**

**BARINGA PARTNERS LLP**

**CONTRACT REFERENCE: CCCC20B03**

## **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 Commercial Support (Via MCF 2 / L6 - Procurement, Supply Chain And Commercial 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 Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed, following Contract Award.
From	Department of Health and Social Care <b>("CUSTOMER")</b>
To	Baringa Partners LLP <b>("SUPPLIER")</b>
Date	22 <sup>nd</sup> July 2020 <b>("DATE")</b>

##### **SECTION B**

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

<b>1.1.</b>	<b>Commencement Date:</b>  This Contract is deemed to have commenced on 29 <sup>th</sup> June 2020.
<b>1.2.</b>	<b>Expiry Date:</b>  28 <sup>th</sup> September 2020.

## 2. SERVICES

<b>2.1</b>	<b>Services required:</b> <p>In Call Off Schedule 2 (Services) and at Annex A – Services Required – Section 2 – The Requirement, of this document.</p> <p>Draft Deliverables are not intended to be relied upon and any reliance shall be at the Customer's own risk and without liability to the Supplier. The Supplier accepts no liability for errors in Services and Deliverables provided in reliance upon the Customer's own provided materials and data.</p> <p>To enable the Supplier's performance of the services, the Customer will provide all reasonable co-operation, assistance, access, data, materials and normal and safe working facilities at the Customer's premises ("Assistance"). In the event the Supplier is unable to provide the Services due to any Assistance not being met in whole or in part then the Supplier will notify the Customer, provide such parts of the Services as it is able to do so and the parties will discuss such matter as soon as practically possible and in the meantime the Supplier will (i) not be liable for any such non-performance or be held in breach, (ii) be excused the performance of its obligations to provide the Services affected and be granted such additional period of time as is reasonably appropriate to provide the Services once the cause of non-performance has ended.</p>
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## 3. PROJECT PLAN

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

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

## 5. PERSONNEL

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

## 6. PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and at Annex B Call Off Contract Charges of this document.</p>
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). For the avoidance of doubt, the Supplier will invoice in arrears, reflecting the achievement of the key milestones (and acceptance of them by the Customer), indicated within paragraph 3.2 of Annex A – Services Required, of this document.</p>
6.3	<p><b>Reimbursable Expenses:</b></p> <p>The Services will be carried out virtually and provided online where possible, and there is no expected travel for the delivery of these services. As such the Authority would not expect any claims for expenses.</p> <p>However, if any travel is required outside of the base location, this will be reimbursed in line with the Department for Health and Social Care's Travel &amp; Subsistence policy.</p>
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Invoices should be submitted to:</p> <p>Payment and Invoicing:</p> <p><b>REDACTED</b></p>

	<b>REDACTED</b>
<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 contract term including any extension.
<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 Call Off Contract Charges:</b> The sum of £837,360.00 including all expenses but excluding 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): The Supplier's standard business insurance shall apply.

## 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):

	The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (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> In Call Off Schedule 9 (Exit Management).

## 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 Supplier's proposal (if any) and pricing shall be classed as commercially sensitive information.

## 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.
<b>10.4</b>	<b>ICT Policy:</b> Not applied.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)  <b>Disaster Period:</b> 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.
<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>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p><b>REDACTED</b></p> <p>Supplier's postal address and email address:</p> <p><b>REDACTED</b></p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>Not applicable.</p>
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Not applicable.</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>In Schedule 16 (Call Off Tender) and at Annex C – Call Off Tender, of this document.</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>In Clause 36.3.2 of the Call Off Terms.</p>
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Not applicable.</p>
<b>10.15</b>	<p><b>Processing Data</b></p> <p>Call Off Schedule 17.</p> <p><b>REDACTED</b></p> <p><b>("CUSTOMER")</b></p> <p>Supplier Data Protection Officer</p> <p>Name: <b>REDACTED</b></p>

	Email: <b>REDACTED</b>  (“SUPPLIER”)																												
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<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  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	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	

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

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	

## **ANNEX A – SERVICES REQUIRED**

### **1. BACKGROUND TO REQUIREMENT / OVERVIEW OF REQUIREMENT**

- 1.1. COVID-19 poses a threat to public health, the economy and government operations and every department and major public body is mobilising at unprecedented pace and scale.
- 1.2. It is clear that a coordinated testing, tracing, and certification system is urgently required the UK's wellbeing and socio-economic recovery from COVID-19.
- 1.3. As of Monday 20<sup>th</sup> April 2020, a new integrated programme approach to Test, Trace, and Certify (TTC) activity was set up by DHSC.
- 1.4. This programme aims to provide a strategic framework, direction and grip to enable TTC activity to take place in a coordinated way that delivers HM Government's target outcomes of:
  - Protecting the health and care system
  - Reducing excess mortality (COVID and non COVID)
  - Supporting social and economic recovery

### **2. THE REQUIREMENT**

- 2.1. The Contracting Authority requires the Supplier to undertake tasks which include but are not limited to:
  - 2.1.1. Assessing its current commercial situation.
  - 2.1.2. Progressing urgent commercial requirements.
  - 2.1.3. Developing a short term and long term strategy for the development of a robust stable commercial team.
  - 2.1.4. Implementing technological efficiencies to compliance.
  - 2.1.5. Providing experience of the public sector commercial regulations.
  - 2.1.6. Guiding the current temporary team to the long term delivery model.

- 2.1.7. Utilising experience already gained on Covid commercials in a highly pressurised arena.
- 2.1.8. Operating at the highest level within the GCF to influence NHS Test & Trace commercial policy.
- 2.1.9. Having specific experience of DHSC commercial systems and controls.
- 2.1.10. Having specific technology, professional services and government commercial strategy expertise.
- 2.1.11. Commencing immediately and show progress within hours to minimise impact on NHS Test & Trace deliverables. (The Contract is deemed to have commenced on 29<sup>th</sup> June 2020).

### 3. KEY MILESTONES AND DELIVERABLES

- 3.1. Due to the fluid nature of work it is difficult to precisely define Key Milestones and Deliverables. The Customer is managing this by reviewing the scope and focus of the Supplier's support on a week by week basis, with the option to flex support up or down in line with changing requirements.
- 3.2. However, it is expected the following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Deliverables as agreed between the parties during weekly review meetings.	Weekly during contract period
2	Developing a short term Commercial Strategy	On / before 31 <sup>st</sup> July 2020.
3	Further contracted deliverables to be agreed.	On / before 25 <sup>th</sup> July 2020
4	Developing a long term Commercial Strategy	On / before 20 <sup>th</sup> September 2020.

### 4. STAFF AND CUSTOMER SERVICE

- 4.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 4.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

- 4.3. The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

## **5. CONTRACT MANAGEMENT**

- 5.1. The Supplier will attend weekly Contract Review meetings with the Customer. Meetings will be held electronically, not in person.

## **6. LOCATION**

- 6.1. The Services will be carried out at the Supplier's premises.

## ANNEX B CALL OFF CONTRACT CHARGES

1. The Total Contract Value will be £837,360.00 excluding VAT.
2. The Supplier warrants that no charge will exceed the maximum daily rate per staff grade; or maximum hourly rate per staff grade, permissible via CCS Commercial Agreement RM6008 – Management Consultancy Framework 2, Lot 2 – Procurement, Supply Chain and Commercial Consultancy Services.
3. Each invoice must include a detailed elemental breakdown of work completed and the associated costs, by staff grade.
4. Rates are based on an eight hour working day, excluding lunchbreaks.
5. A full breakdown of costs is indicated in the following table:
  - a. **REDACTED**

## ANNEX C – CALL OFF TENDER

1. The Supplier will utilise its more senior and experienced teams provide a different experience from 'normal' consulting, for this requirement. For Test and Trace, the Supplier will help build the commercial strategy and equally deliver immediate value by providing a team that will do what needs to be done.
2. The Supplier's team has deep Procurement and Commercial expertise across Sourcing, Contract Management, Pre-award/Postaward procurement and technology sourcing. Its assigned Partners both have extensive government commercial experience, have worked closely with the Complex Transactions Team and are assessors for the GCF Assessment and Development Centre. The team has first-hand experience of the Public Contracts Regulations 2015 as well as OJEU and the CCS frameworks.
3. The Supplier will support Test & Trace to put in place compliant commercial routes going forward as well as review/address the contracts which have been placed. Alongside, the Supplier will develop a pragmatic commercial strategy which will support the Contracting Authority into the future and help to transition civil servants into the team.
4. The Supplier will assess what the Contracting Authority needs, being flexible in its approach and will adapt to the Contracting Authority's needs to ensure it gets the most value.
5. A match of the Contracting Authority's requirements to the Supplier's experience is as follows:

**REDACTED**

6. The Supplier will manage the Contracting Authority's contracts using its existing contract management framework, which operates in accordance with the following:

**REDACTED**