



Crown
Commercial
Service

**Provision of Joint Biosecurity Centre Surge
Support**

To

Department of Health and Social Care

From

Oliver Wyman Limited

Contract Reference: CCCC21A19

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	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 ("CUSTOMER") [REDACTED] (Customer contact name)
To	Oliver Wyman Limited Company Number: 02995605 55 Baker Street London W1U 7EU ("SUPPLIER") [REDACTED] (Supplier contact name)
Date	22 nd September 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Call Off Commencement Date: 22 nd September 2020
1.2.	Call Off Expiry Date: End date of Call Off Initial Period: 31 st March 2021 End date of Call Off Extension Period: Not applicable, no option to extend. Minimum written notice to Supplier in respect of extension: Not applicable.

2. SERVICES

2.1.	<p>Services required:</p> <p>The Services will be limited to the Supplier providing Supplier Personnel to the Customer in connection with the Joint Biosecurity Centre and in particular the individual will work directly with the Legal, Policy and Compliance Team.</p> <p>Supplier Personnel will report to, and take instruction from, their assigned Customer line managers. Customer line managers will control the day-to-day activities of the Supplier Personnel and will be responsible for reviewing and assuring any Deliverables.</p> <p>G7 Risk and Assurance Role. Assist the Risk and Assurance lead in developing security policies, defining security controls, conducting system-level security risk assessments and undertaking control assurance activities.</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 3 has been chosen [for mass testing] as it is deemed complex, multi-disciplinary, transformational and large scale with multiple workstreams and interdependencies.</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Individual workplans will be agreed with Customer line managers overseeing each team member.</p> <p>Individuals must ensure knowledge transfer and documented handover before exit from role. Individual to work with Customer line manager to capture this.</p>

4. CONTRACT PERFORMANCE

4.1.	<p>Standards: As defined in the Call Off Terms:</p> <p>Not applied</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p>

	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] - Supplier contract lead
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

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
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	Table of grades & rates: <table><tr><th>Role</th><th>Rate</th><th>Units Required</th><th>Discount</th><th>Total</th></tr><tr><td>Project Manager – [REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>-</td><td>£241,500.00</td></tr></table>	Role	Rate	Units Required	Discount	Total	Project Manager – [REDACTED]	[REDACTED]	[REDACTED]	-	£241,500.00
Role	Rate	Units Required	Discount	Total							
Project Manager – [REDACTED]	[REDACTED]	[REDACTED]	-	£241,500.00							
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>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; andsuch 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 ensure costs and pricing are managed appropriately during the Call Off Contract.</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, Payment and Invoicing)):</p> <p>tandt.sbs@nhs.net</p> <p>Payment and Invoicing</p> <p>39 Victoria Street</p> <p>Westminster</p> <p>London</p> <p>SW1H 0EU</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>1 January and 1 July each year</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: The sum of £241,500.00, excluding 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 Employers' liability – as required by law 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: Consultants must ensure a proper handover of any ongoing responsibilities, supporting any permanent replacements so as to ensure minimum disruption to the operation of the team. All project work must be filed appropriately, and IT equipment returned to DHSC.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Parties hereby agree that the Call Off Contract Charges payable in connection with the Services shall be deemed to be Commercially Sensitive Information Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under Freedom of Information Act or the Environment Information Regulations the Customer may publish it under Clause 35.4.8 (Transparency and Freedom of Information).

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: Short form security requirements and the following security policy/requirements: The Customer requires the Supplier to ensure that any person employed in the provision of the Services has BPSS Security Clearance. The Supplier shall ensure that no person who does not have such clearance is employed or engaged in the provision of any part of the Services.
10.4	ICT Policy: As per Department for Health and Social Care standard policy
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be as defined in the BCDR Plan.
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: Department of Health and Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU Email: [REDACTED] Supplier's postal address and email address:

	Oliver Wyman Limited 55 Baker Street London W1U 7EU Email: [REDACTED]											
10.10	Transparency Reports As set out in the table below (and Call Off Schedule 13 (Transparency Reports)): <table><tr><th>TITLE</th><th>CONTENT</th><th>FORMAT</th><th>FREQUENCY</th></tr><tr><td>Project Progress & Deliverables Report</td><td><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• Anticipated delays to delivery of Milestones and Deliverables</td><td>Excel or Word</td><td>Weekly</td></tr></table>				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• Anticipated delays to delivery of Milestones and Deliverables	Excel or Word	Weekly
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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											

Call Off Schedule 17	
Customer Name: [REDACTED] Email: Data.protection@DHSC.gov.uk	
Supplier Name: [REDACTED] Email: [REDACTED]	
Contract Reference:	CCCC21A19
Date:	22 nd September 2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor of Personal Data under this Call Off Contract to the extent that there is any processing of Personal Data by the Supplier.
Use of Personal Data (if any)	Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.
Duration of the processing (if any)	For the duration of the Call Off Contract Agreement.
Nature and purposes of the processing (if any)	As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with employees and contractors of the Customer.
Type of Personal Data	There is no intention for the Supplier to process any Personal Data in connection with the Services. To the extent there is any processing by the Supplier as Data Processor, the type of Personal Data the Supplier could process includes the following: Full name

		Workplace address Workplace Phone Number Workplace email address Job title or role Compensation	
	Categories of Data Subject	Employees and contractors of the Customer.	
10.16	MOD DEFCONs and DEFFORM 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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

