



**Crown  
Commercial  
Service**

**PROVISION OF COVID – 19 CONSULTANCY SUPPORT**

**TO**

**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**FROM**

**BARINGA PARTNERS LLP**

**CONTRACT REFERENCE: CCCC21A05**

**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 RM6008 Framework Agreement for the provision of Consultancy Support, via MCF 2 / L2 - 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 Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed, following Contract Award.
From	Department for Health and Social Care. <b>("CUSTOMER")</b>
To	Baringa Partners LLP <b>("SUPPLIER")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b>  This Contract is deemed to have commenced on Monday 21 <sup>st</sup> September 2020.
<b>1.2.</b>	<b>Expiry Date:</b>  The End Date will be Wednesday 30 <sup>th</sup> April 2021.

## 2. SERVICES

<b>2.1.</b>	<b>Services required:</b>  REDACTED
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## 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  Project Plan: [In call Off Schedule 4 (Project Plan)  [The Supplier shall provide the Customer with a draft Project Plan for Approval within [ ] Working Days from the Call Off Commencement Date]  This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:  [Include as a minimum: <ul style="list-style-type: none"><li>• the of provisions Transparency Reports;</li><li>• the provision of a knowledge transfer plan]</li></ul>
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Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverables and Milestones)		Within ten (10) Working Days of Call Off Contract Signature		N/A	
Knowledge Transfer Complete	A knowledge transfer plan in accordance with paragraph 13 of Call Off Schedule 9 (Exit Management) as varied by section 8.4 of this Order Form		Within twenty (20) Working Days of Call Off Contract Signature		N/A	

#### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> In Clause 11 (Standards and Quality)
4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> Not applied
4.5	<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

5.1	<p><b>Key Personnel:</b></p> <p><b>Department of Health and Social Care:</b> REDACTED</p> <p><b>Baringa Partners LLP:</b> REDACTED</p>
5.2	<p><b>Relevant Convictions</b></p> <p>In Clause 28.2 of the Call Off Terms</p>

## 6. PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>The Call Off Contract Charges shall be calculated on a time and materials basis and capped to maximum value of £4,448,885.00.</p> <p>The Daily Rates offered in Table A &amp; B below, shall remain firm for the entirety of this Call Off Contract.</p> <p>For the avoidance of doubt, the total Call Off Contract value shall not exceed £4,448,885.00 (excluding VAT).</p> <p>Table A – Resources from 21 September 2020 to 30 April 2021 REDACTED</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)</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> <li>• completed timesheets for amounts set out in the relevant invoice; and</li> <li>• such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts.</li> </ul> <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><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 days performed and the associated costs.</p> <p>Invoices should be submitted to:</p> <p>DHSC, 39 Victoria Street, Westminster, London SW1H 0EU. <a href="#">REDACTED</a></p>
6.5	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The Call-Off Contract Charges will be fixed for the duration of the contract term.</p>
6.6	<p><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:</p> <p>Not applicable</p>
6.7	<p><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)):</p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

7.1	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £4,448,885.00</p>
7.2	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p>
7.3	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>Professional Indemnity – £5m per claim and in the aggregate per annum</p> <p>Employers' liability – as required by law</p> <p>Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum</p>

## 8. TERMINATION AND EXIT

8.1	<p><b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<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>
8.3	<p><b>Undisputed Sums Limit:</b></p> <p>In Clause 43.1.1 of the Call Off Terms</p>
8.4	<p><b>Exit Management:</b></p> <p>Call Off Schedule 9 (Exit Management)</p> <p>The following new paragraph 13 will be added:</p> <p>13.1 The Supplier will produce and submit to the Customer a knowledge transfer plan within 20 Working Days of the Call Off Signature Date (or such other period as may be agreed by the Parties in writing). The draft knowledge transfer plan shall set out as as a minimum:</p> <ul style="list-style-type: none"> <li>• the Supplier's proposed methodology for achieving the transfer of all relevant knowledge to the Customer and/or Replacement Supplier which might be necessary to ensure a rapid, orderly, non- disruptive transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;</li> <li>• a project plan for effective knowledge transfer, including Milestones and</li> </ul>

	<p>Deliverables;</p> <ul style="list-style-type: none"> <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 training 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> </ul> <p>13.2 The Parties shall use reasonable endeavours to agree the contents of the knowledge transfer plan. If the Parties are unable to agree the contents of the Exit Plan within [ten (10)] Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.</p> <p>13.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall, at its own cost and expense:</p> <p>13.3.1 comply with all of its obligations contained in the Knowledge Transfer Plan and shall make available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.</p> <p>13.3.2 provide no less than [40 hours in total of dedicated resource time from Supplier Personnel who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the supplier at the time of contract expiry.</p>
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## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> <b>Not applicable</b>
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The proposal submission (if any) and pricing shall be classed as commercially sensitive information, in addition to names, email addresses and contact details otherwise not available in the public domain.

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<p><b>Recitals</b> (in preamble to the Call Off Terms):</p> <p>Recital A</p>
10.2	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not required</p>
10.3	<p><b>Security:</b></p> <p>Short form security requirements</p>
10.4	<p><b>ICT Policy:</b></p> <p>Not applied</p>
10.6	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><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 this Contract.</p>
10.7	<p><b>NOT USED</b></p>
10.8	<p><b>Protection of Customer Data</b></p> <p>(Clause 35.2.3 of the Call Off Terms):</p>
10.9	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: <b>REDACTED</b></p> <p>Supplier’s postal address and email address: <b>REDACTED</b></p>

<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <table border="1" data-bbox="440 322 1544 1621"> <tr> <td data-bbox="440 322 727 1335"> <b>Project Progress &amp; Deliverables Report</b> </td> <td data-bbox="727 322 1031 1335"> <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> </td> <td data-bbox="1031 322 1278 1335"> Excel or Word? </td> <td data-bbox="1278 322 1544 1335"> Weekly </td> </tr> <tr> <td data-bbox="440 1335 727 1621"> <b>KPI Performance Report</b> </td> <td data-bbox="727 1335 1031 1621"> <ul style="list-style-type: none"> <li>• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1</li> </ul> </td> <td data-bbox="1031 1335 1278 1621"></td> <td data-bbox="1278 1335 1544 1621"> Monthly </td> </tr> </table>	<b>Project Progress &amp; Deliverables Report</b>	<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	<b>KPI Performance Report</b>	<ul style="list-style-type: none"> <li>• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1</li> </ul>		Monthly
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<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><b>Not Applicable</b></p>								
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>Not Used</p>								

<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms																
<b>10.14</b>	<b>Staff Transfer</b> Not Applicable																
<b>10.15</b>	<p><b>Processing Data</b> Call Off Schedule 17 Department of Health and Social Care Data Protection Officer: REDACTED  Baringa Partners LLP Data Protection Officer: REDACTED</p> <table border="1"> <tr> <td><b>Contract Reference:</b></td> <td><b>CCCC21A05</b></td> </tr> <tr> <td><b>Date:</b></td> <td><b>21/09/2020</b></td> </tr> <tr> <td><b>Description Of Authorised Processing</b></td> <td><b>Details</b></td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Framework Contract plus 7 years.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td></td> </tr> <tr> <td>Type of Personal Data</td> <td>Full name  Workplace address  Workplace Phone Number  Workplace email address  Names</td> </tr> </table>	<b>Contract Reference:</b>	<b>CCCC21A05</b>	<b>Date:</b>	<b>21/09/2020</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 Contract plus 7 years.	Nature and purposes of the processing		Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address  Names
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		<p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certifications</p> <p>Nationality</p> <p>Education &amp; training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p>
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		<p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>
	Categories of Data Subject	
<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	REDACTED
Signature	REDACTED
Date	REDACTED

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

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

**Annex 1 – Details of key performance indicators which are required to be delivered by Supplier as part of the Services listed in section 2.1 of this Call Off Order Form**

**Key performance indicators**

1. From the Commencement Date and during the Call Off Contract Term, the Supplier shall meet or exceed the following key performance indicators:

No	Subsidiary Performance Indicator Title	Definition	Formula	A	B
1	On Time Timesheet Submission	<p>99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time</p> <p>Where “On Time” means within five (5) Working Days of the end of the relevant KPI Measurement Period</p>	$(A/B) \times 100$	Number of completed timesheets submitted On Time in the relevant KPI Measurement Period	Total number of completed timesheets submitted in the relevant KPI Measurement Period
2	Invoice Accuracy	<p>99% of all invoices submitted to the Customer for payment in the relevant KPI Measurement Period are Accurate</p> <p>Where “Accurate” means that the amount specified in an invoice fully aligns to the supporting timesheets provided with such invoice(s).</p>	$(A/B) \times 100$	Number of Accurate invoices submitted in the relevant KPI Measurement Period	Total number of invoices submitted in the relevant KPI Measurement Period

2. Within 5 Working Days of the end of each **month**, the Supplier shall provide a report to the Customer which summarises the performance by the Supplier against each of the key performance indicators (“**KPI Performance Report**”).
3. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
  - a. a summary of resources utilised: activities completed and cost assigned in the relevant week;
  - b. a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
  - c. all open and closed Actions;
  - d. all open and closed Risks and Issues;
  - e. Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
  - f. Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
  - g. any proposed changes to the Project Plan;

Any errors or omissions in the report submissions identified in a report must be corrected by the Supplier within five (5) Working Days of the error/omission being identified.

4. The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract Term and will ensure that an effective mix of the grades are assigned to a project team and managed during the Call Off Contract Term to deliver best value for money for the Customer.