

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 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.

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| From | The NHS Commissioning Board operating as NHS England, Quarry House, Leeds, LS2 7UE ("CUSTOMER") |
| To | Efficio, 33 Regent Street, London, SW1Y4NE ("SUPPLIER") |
| Date | 3rd September 2021 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 3rd September 2021 |
| 1.2. | Expiry Date: End date of Initial Period: 7 Months End date of Extension Period: 6 months Minimum written notice to Supplier in respect of extension: 1 week |

2. SERVICES

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| 2.1 | Services required: <p>As set out with the Customer Statement of Requirements date 9th August 2021</p> <p>EE Do</p> <p>And the Supplier response dated 24th August 2021</p> <p>E</p> |
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3. PROJECT PLAN

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| 3.1. | Project Plan: <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 20 Working Days from the Call Off Commencement Date</p> |
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4. CONTRACT PERFORMANCE



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| 4.1. | Standards: As set out with the service specification contained within section 2.1 |
| 4.2 | Service Levels/Service Credits: <p>Not applied</p> |
| 4.3 | Critical Service Level Failure: <p>Not applied</p> |
| 4.4 | Performance Monitoring: <p>The Customer will agree a set of key deliverables, with the Supplier, aligned to the service requirements set out in the Clause 2.1 and agree performance measures against the wider vaccine programme delivery objectives and obligations.</p> |
| 4.5 | Period for providing Rectification Plan: <p>In Clause 39.2.1(a) of the Call Off Terms</p> |

5. PERSONNEL

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| 5.1 | Key Personnel: <p>As set out within the Supplier Tender response contained within Section 2.1</p> |
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| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): |
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6. PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT): <p>A statement of works shall be developed for individual projects under this agreement. Each project shall have agreed payment milestones and all rates shall be in line with the blended day rate submitted as part of the Supplier Tender response contained within the attached table</p>  |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): <p>Payment shall be in line with agreed project milestones as set out within section 6.1</p> |
| 6.3 | Reimbursable Expenses: <p>Not permitted</p> |
| 6.4 | Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <p>NHS England, X24 Payables K005, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE - Quoting the PO in the top 3rd of the Invoice and emailed individually as a PDF document to </p> <p>Alternatively, you can register with the online platform using the link https://nhssbs.support.tradeshift.com/ and view the section called 'Getting Started with Tradeshift'; once registered you can easily find and select X24 NHS England and request a connection to enable you to send invoices and credit notes electronically</p> |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <p>For the duration of the Contract including any extension</p> |
| 6.6 | 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: |
| 6.7 | 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>Not Permitted</p> |

7. LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £8,000,000 for the initial period of 7 months |
| 7.2 | Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); |
| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): |

8. TERMINATION AND EXIT

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| 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): In Clause 42.7 of the Call Off Terms |
| 8.3 | Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms |
| 8.4 | Exit Management: Not applied |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable |
| 9.2 | Commercially Sensitive Information: Efficio's rates as submitted and contracted, details of our subcontract arrangements and other 3 rd party supplier contracts are considered commercially sensitive. |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 9 th August 2021 Recital D - date of receipt of Call Off Tender: 24 th August 2021 |
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| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not required |
| 10.3 | Security: Short form security requirements |
| 10.4 | ICT Policy: Not applied |
| 10.6 | Business Continuity & Disaster Recovery: Not applied |
| 10.7 | NOT USED |
| 10.8 | Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): |
| 10.9 | Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: The NHS Commissioning Board operating as NHS England, Quarry House, Leeds, LS2 7UE Supplier's postal address and email address: Efficio Consulting, 33 Regent Street, London, SW1Y4NE |
| 10.10 | Transparency Reports In Call Off Schedule 13 (Transparency Reports) |
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| 10.11 | Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: NA |
| 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) |
| 10.14 | Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |

| 10.15 | Processing Data | | | | | | | |
|--|--------------------------------|---|-----------|---------|-------------|--|--|--|
| | Call Off Schedule 17 | | | | | | | |
| Contract Reference: | | | | | | | | |
| | | AGEMCSU/TRANS/21/1073 | | | | | | |
| Date: | | | | | | | | |
| | | 1st September 2021 | | | | | | |
| Description of Authorised Processing | | | | | | | | |
| | | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, | | | | | | |
| 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 | | | | | | | | |
| | | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, | | | | | | |
| Type of Personal Data | | | | | | | | |
| | | No Personal Data shall be accessed by the supplier under this agreement | | | | | | |
| Categories of Data Subject | | | | | | | | |
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| 10.16 | MOD DEFCONs and DEFFORM | | | | | | | |
| | Call Off Schedule 15 | | | | | | | |
| The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract: | | | | | | | | |
| DEFCONs | | | | | | | | |
| <table border="1"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | DEFCON No | Version | Description | | | |
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DEFFORMs

| DEFFORM No | Version | Description |
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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.