



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

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 **HR Services** dated 4th September 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.

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| Order Number | CS20426 |
| From | The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET (" CUSTOMER ") |
| To | Deloitte LLP, 1 New Street Square, London, EC4A 3HQ (" SUPPLIER ") |
| Date | 13th November 2020 |

SECTION B

CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 13th November 2020 |
| | Expiry Date: End date of Initial Period 12th May 2021 End date of Extension Period Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable |

SERVICES

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| 2.1 | Services required: Introduction The Vaccine Taskforce (VTF), part of the Department for Business Energy and Industrial Strategy (BEIS) purpose is drive forward, expedite and co-ordinate efforts to research and then produce a coronavirus vaccine and make sure one is made available to the public as quickly as possible. COVID-19 is the biggest threat this country has faced in peacetime history. Which is why the Government is working to a scientifically-led, step-by-step action plan for tackling the pandemic – taking the right measures at the right time. <ul style="list-style-type: none">Finding a vaccine is critical to tackling COVID-19. The clinical and scientific communities are increasingly of the view that whilst isolation, social distancing and testing can get the world through the current crisis, the only long-term solution to beating the disease will be finding a vaccine. |
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| | <ul style="list-style-type: none"> • Finding a successful vaccine will take the collective effort of government, academia, industry and healthcare, both here in the UK and internationally. And it is for that reason the government has established the Vaccines Taskforce, chaired by Kate Bingham and supported by Sir Patrick Vallance (Government Chief Scientific Advisor) and Professor Jonathan Van Tam (Deputy Chief Medical Officer). The aim being to ensure access to a vaccine as quickly as possible for the UK and also globally. • Vaccine development and delivery is a complex process that requires collaboration from experts across multiple disciplines, which is why the Vaccines Taskforce is taking an end-to-end approach that encompasses every stage of the development process. We're also exploring every avenue available to us, which includes looking at new approaches to vaccine discovery, development and manufacturing. • As part of this we are taking a portfolio-based approach that monitors the landscape of coronavirus vaccine development, both here in the UK and internationally. By doing so we are ensuring we are in the best position possible to support the discovery, manufacture and mass-deployment of a successful vaccine. <p>To find out more about the overall work of the department work visit the BEIS website at https://www.gov.uk/government/organisations/departments-for-business-energy-and-industrial-strategy</p> <p>The Requirement</p> <p>BEIS is now looking for a supplier to provide the VTF team with leadership and resources who can manage the VTF supply chain to ensure the safe delivery of vaccines and enabling projects. The supply chain involves the production of vaccines and associated materials across multiple sites, and the freight and storage of those materials across Europe and the UK.</p> <p>The successful supplier will provide leadership and resources who are:</p> <ul style="list-style-type: none"> • Demonstrate pharmaceutical industry background/knowledge or parallel industry expertise • Demonstrate supply chain management capability and experience in fast paced operational environments • Demonstrate a track record of operational risk management of complex supply chains, launching multiple products at a fast pace • To be able to provide team members who are able to schedule and analyse risk <p>Outputs</p> <p>The successful supplier will be expected to deliver on the key deliverables below:</p> <ul style="list-style-type: none"> • To map the supply chain, establish key nodes, perform network analysis to identify single points of failure, potential delay, cost or quality concerns. • To identify, prioritise and manage risks across the VTF supply chain reporting into the VTF Deputy Director Programmes. |
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| | <ul style="list-style-type: none"> • Identify the key risks and vulnerabilities across the end to end supply chain for vaccines and enabling projects, including the key suppliers and establish mitigations across the different stakeholders including suppliers, industry experts and experts from our security teams (Site visits are not anticipated by BEIS but may be required) • Model supply chain flows analyse bottlenecks and introduce techniques (such as stochastic modelling) to ensure that the uncertainties and variations within the flow are understood, mitigations are planned, and we increase confidence in operational delivery. • Work with Project Managers within the VTF programme and OGDs to determine and document mitigations and prioritisation of risk mitigation activities • Incorporate and update on Risks and Mitigations on the BEIS reporting system as appropriate • Produce and present reports on supply chain risk at board level. This will be on a weekly basis and will be drawn from data on the system. <p>Safety Requirements All resource(s) working on this contract on behalf of the successful supplier must be at least SC cleared.</p> <p>Working Arrangements Whilst the default in BEIS is currently to work from home, this may change during the period of the contract and all team members may be required to attend meetings and/or work in the 1 Victoria St offices in London. We do not envisage any travel will be required beyond the base location, but any reasonable expenses will be covered in prior agreement with the department should there be travel outside of the base location, as per Appendix 1 - BEIS Expenses Policy on travel and subsistence.</p> <p>Payment The successful supplier will be required to submit a 4-weekly timesheet for all works undertaken. Payment will be processed once the contracting authority is in receipt of a signed timesheet and an accompanying invoice.</p> |
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PROJECT PLAN

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| 3.1 | <p>Project Plan: In Call Off Schedule 4 (Project Plan)</p> <p>Not required, however there is a requirement for a transition plan to allow for continuity of the PMO function provided by the supplier that must be delivered to REDACTED four (4) weeks before the end of this agreement.</p> |
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CONTRACT PERFORMANCE

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| 4.1. | <p>Standards:</p> <p>Compliance with the Government Commercial Function Supplier Code of Conduct. See: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf</p> |
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| 4.2 | Service Levels/Service Credits: Not applied | | | | | | | | | | | | | | | | | | | | | | | |
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| 4.3 | Critical Service Level Failure: Not applied | | | | | | | | | | | | | | | | | | | | | | | |
| 4.4 | Performance Monitoring: <p>KPIs shall be established to monitor the effectiveness and efficiency of the Supplier's service. Monthly performance meetings shall be held with the Supplier.</p> <p>At these meetings, the Supplier shall provide reports as described below:</p> <table border="1"> <thead> <tr> <th>No</th><th>Description</th><th>Measured by</th><th>Monitoring Frequency</th><th>Target</th></tr> </thead> <tbody> <tr> <td>1</td><td>Resourcing</td><td> <ul style="list-style-type: none"> - Absence monitoring /consistency in resource provided - Quick response to requests for additional resources (<i>time frame to be agreed within 15 days of contract start</i>) - Utilising the right level of experience/ grade as agreed with Customer - Ensure all consultants have appropriate levels of SC as agreed with Customer (100% target) </td><td>Monthly</td><td>98%</td></tr> <tr> <td>2</td><td>Engagement with BEIS</td><td> <ul style="list-style-type: none"> - Monthly Performance: meetings with the Contract Manger - Ad hoc meetings as requested by BEIS - Highlight and monitor risk associated with programme - Ensure an Exit plan is developed and kept up to date (See Schedule 9 - Exit Management) </td><td>Monthly / ad hoc</td><td>100%</td></tr> <tr> <td>3</td><td>Project cost tracking</td><td> <ul style="list-style-type: none"> - Monitor service costs in line with agreed projects - Ensure invoices are submitted in accordance with contract </td><td>Monthly</td><td>98%</td></tr> </tbody> </table> | | | | No | Description | Measured by | Monitoring Frequency | Target | 1 | Resourcing | <ul style="list-style-type: none"> - Absence monitoring /consistency in resource provided - Quick response to requests for additional resources (<i>time frame to be agreed within 15 days of contract start</i>) - Utilising the right level of experience/ grade as agreed with Customer - Ensure all consultants have appropriate levels of SC as agreed with Customer (100% target) | Monthly | 98% | 2 | Engagement with BEIS | <ul style="list-style-type: none"> - Monthly Performance: meetings with the Contract Manger - Ad hoc meetings as requested by BEIS - Highlight and monitor risk associated with programme - Ensure an Exit plan is developed and kept up to date (See Schedule 9 - Exit Management) | Monthly / ad hoc | 100% | 3 | Project cost tracking | <ul style="list-style-type: none"> - Monitor service costs in line with agreed projects - Ensure invoices are submitted in accordance with contract | Monthly | 98% |
| No | Description | Measured by | Monitoring Frequency | Target | | | | | | | | | | | | | | | | | | | | |
| 1 | Resourcing | <ul style="list-style-type: none"> - Absence monitoring /consistency in resource provided - Quick response to requests for additional resources (<i>time frame to be agreed within 15 days of contract start</i>) - Utilising the right level of experience/ grade as agreed with Customer - Ensure all consultants have appropriate levels of SC as agreed with Customer (100% target) | Monthly | 98% | | | | | | | | | | | | | | | | | | | | |
| 2 | Engagement with BEIS | <ul style="list-style-type: none"> - Monthly Performance: meetings with the Contract Manger - Ad hoc meetings as requested by BEIS - Highlight and monitor risk associated with programme - Ensure an Exit plan is developed and kept up to date (See Schedule 9 - Exit Management) | Monthly / ad hoc | 100% | | | | | | | | | | | | | | | | | | | | |
| 3 | Project cost tracking | <ul style="list-style-type: none"> - Monitor service costs in line with agreed projects - Ensure invoices are submitted in accordance with contract | Monthly | 98% | | | | | | | | | | | | | | | | | | | | |

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| | 4 | Cost avoidance savings | - Highlight any financial / non-financial savings or improvements realised as part of the contract | Quarterly | N/A |
| | 5 | Modern Slavery compliance London Living Wage compliance | - Compliance statements to be provided within 15 days of the start of the contract | N/A | 100% |
| | 6 | Social Value monitoring | - Highlight any social value contributions that arise as part of the contract (social, economic and environmental) | Quarterly | N/A |
| | 7 | Customer Service Feedback / Complaints handling | - Monitor customer service feedback to ensure issues are promptly responded to - Complaints to be responded to within 2 hours of receipt or as reasonably practicable | Quarterly | 100% |
| | <p>The Customer reserves the right to adjust, introduce new or remove KPIs throughout the Contract Period. Any significant changes to the KPIs shall be agreed in writing between the Customer and the Supplier.</p> <p>The Supplier's achievements of KPIs shall be reviewed and discussed during regular supplier review meetings (these meetings shall be held monthly unless otherwise agreed between parties).</p> <p>The Customer reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.</p> <p>Customer contact for management meetings: REDACTED</p> | | | | |
| 4.5 | <p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p> | | | | |

PERSONNEL

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| 5.1 | <p>Key Personnel:</p> <p>BEIS</p> <p>REDACTED</p> <p>Deloitte LLP</p> <p>REDACTED</p> |
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| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied |
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PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The total contract value shall not exceed £500,000.00 excluding VAT. However, there is no commitment to spend up to the maximum value. All costs to be in alignment with AW5.2 Price Schedule (see Appendix 1) and the Supplier's proposal at Section 10.12 |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): The successful supplier will be required to submit a 4-weekly timesheet for all works undertaken. Payment will be processed via BACS once the contracting authority is in receipt of a signed timesheet and an accompanying invoice. |
| 6.3 | Reimbursable Expenses: Not permitted |
| 6.4 | Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): All invoices should be sent to BEIS – Department for Business, Energy and Industrial Strategy C/O SBS, Queensway House, West Precint, Billingham, TS23 2NF Invoices should be sent to: finance@services.uksbs.co.uk |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call of Contract charges shall remain fixed and firm for the duration of the contract. |
| 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: Not applicable |
| 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)): Not Permitted |

LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £500,000.00 |
| 7.2 | Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms |
| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): |

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| | In Clause 38.3 of the Call Off Terms |
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TERMINATION AND EXIT

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| 8.1 | Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms |
| 8.2 | Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms |
| 8.3 | Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms |
| 8.4 | Exit Management: In Call off Schedule 9 (Exit Management) |

SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied |
| 9.2 | Commercially Sensitive Information: Supplier's rates / methodologies |

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: 13/10/2020 Recital D - date of receipt of Call Off Tender: 27/10/2020 |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not required |
| 10.3 | Security: Short form security requirements AND BEIS Security Policy to be provided by the customer before the commencement date |
| 10.4 | ICT Policy: To be provided by the Customer before the Commencement Date |
| 10.5 | Testing: Not applied |

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| 10.6 | Business Continuity & Disaster Recovery: The Supplier shall provide a copy of their business continuity plan within fifteen days of contract award. |
| 10.7 | NOT USED |
| 10.8 | Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In 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: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET Supplier's postal address and email address: Deloitte LLP, 1 New Street Square, London, EC4A 3HQ |
| 10.10 | Transparency Reports In Call Off Schedule 13 (Transparency Reports) |
| 10.11 | 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): Not applicable |
| 10.12 | Call Off Tender: REDACTED |
| 10.13 | Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms |
| 10.14 | Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| 10.15 | Processing Data 1. The contact details of the Customer Data Protection Officer is: BEIS Data Protection Officer Department for Business, Energy and Industrial Strategy 1 Victoria Street London SW1H 0ET Email: dataprotection@beis.gov.uk BEIS Data Protection Officer – REDACTED |

2. The contact details of the Suppliers Data Protection Officer is:
3. **REDACTED** Email: ukdpo@deloitte.co.uk The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Schedule:

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| Contract Reference: | CS20427 |
| Date: | 12/11/2020 |
| Description Of Authorised Processing | Details |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the 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 | Contractual obligations |
| Type of Personal Data | Full name Workplace address Workplace Phone Number Workplace email address Job title or role |

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| | Categories of Data Subject | Civil Servants and Contractors | |
| 10.16 | MOD DEFCONs and DEFFORM | | |
| | 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:

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| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 17/11/2020 |

For and on behalf of the Customer:

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|----------------|-----------------|
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 18/11/2020 |

Appendix 1 – AW5.2 Price Schedule

REDACTED