

**CONTRACT BETWEEN**

**SECRETARY OF STATE FOR HEALTH  
AND SOCIAL CARE**

**AND**

**INSIGHT EXECUTIVE GROUP LIMITED**

**FOR THE PROVISION OF SERVICES UNDER FRAMEWORK AGREEMENT  
RM6277 – NON-CLINICAL STAFFING**

**SHORT ORDER FORM**

## Order Form

CALL-OFF REFERENCE:

THE BUYER:

**New Hospital Programme –Department of  
Health and Social Care (“DHSC”)**

**Contracting Authority: Secretary of State for  
Health & Social Care acting as part of the  
Crown**

BUYER ADDRESS

Wellington House, 133-155 Waterloo Road,  
London SE1 8UG

THE SUPPLIER:

**INSIGHT EXECUTIVE GROUP LIMITED**

SUPPLIER ADDRESS:

The Courtyard Shoreham Road, Upper Beeding,  
Steyning, West Sussex, BN44 3TN

REGISTRATION NUMBER:

09284301

DUNS NUMBER:

220453353

SID4GOV ID:

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated .....

It's issued under the Framework Contract with the reference number RM6277 for the provision of Non-Clinical Staff.

**CALL-OFF LOT:** Lot 2 - Corporate Functions

### **CALL-OFF INCORPORATED TERMS**

This is a Bronze Contract.

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form.
2. Joint Schedule 1 (Definitions and Interpretation) RM6277
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6277
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties including Annex 5 Optional Terms for Bronze Contracts)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6277
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
4. CCS Core Terms (version 3.0.11)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6277

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF START DATE:** 25.09.2023

**CALL-OFF EXPIRY DATE:** 24.09.2024

## **CALL-OFF DELIVERABLES**

### **1. Provision of Consultancy Services**

The provision of consultancy services shall comprise of the following (“Consultancy Services”):

#### **A) Develop social value procurement approach**

- Implement a social value KPI management, monitoring and reporting regime.
- Conduct workstream engagement for the development of Award Criteria, questions and KPI's for the Programme Delivery Scorecard.
- Provide advice and support to “Sustainable Development” strategic theme

owners regarding social value strategy and implementation.

**B) Strategic Advisory Services - Industrialisation and Prototyping**

- Provide expert advice to the NHP stakeholders developing Industrialisation strategy and wider NHP strategy aims.
- Work with IDP, ICP and the future PDP advisors developing the industrialisation strategy.
- Engage with wider NHP team (Policy and transformation, Programme delivery, Pathfinder engagement etc.) to:
  - educate and support regarding industrial choices and implications;
  - challenge, inform and support their evolving strategy;
  - promote adoption of Industrialisation strategy and associated ways of working across the Programme;
  - seek and enhance opportunities to adopt standardisation, Hospital2.0 strategies and platform approaches; and
  - ensure developing strategies are aligned with Hospital2.0 vision and process
- Engage with internal NHP and external stakeholder teams to land prototyping facility and products.

**C) Deliver strategic sourcing for NHP significant procurement including PDP, MWF, TDP etc**

- Advise Authority on most suitable procurement route to satisfy the needs identified during initial scoping (e.g. the use of government framework contracts).
- Provide advice on and encourage the inclusion of SME's.
- Provide support on initial market engagement to provide better understanding of the feasibility of the requirements and the capacity of the market to deliver.
- Support the Authority on the assessment of the market as per Authority needs.
- Advise the Authority on the procurement processes available considering best value for the Authority and compliance with Government guidance.
- Advise on best procurement strategy.
- Assist on the request for information required for the tender documentation.
- Identify procurement process and tools to allow market participation and ensure best value for money.
- Assist in defining risks and benefits on the Authority's preferred route.

- Assist the Authority to determine the need to initiate a procurement process depending on the characteristics of the market and legal requirements to procure.
- Assist the Authority in the recording of the decision-making process following procurement advice.
- Help to identify relevant (NHSE) terms and conditions for the specific project.
- Assist with the drafting of the tender documentation.
- Support in relation to structure and content of specification.
- Provide support to the Authority in all phases of the procurement project:
  - i. pre-Procurement market engagement/bidder events;
  - ii. expressions of Interest;
  - iii. pre-qualification of bidders including defining associated evaluation and scoring methodology using standard government documentation;
  - iv. assist with the preparation of tender documentation including defining associated evaluation methodology and Commercial evaluation of responses;
  - v. management of bidder Clarification Question (CQ) processes;
  - vi. award process (including standstill/Alcatel periods where appropriate);
  - vii. assist on the preparation of debriefs for unsuccessful providers;
  - viii. prepare draft contract documentation as per specifications, including the Authority's requirements clarified during tender evaluation process, and / or handover all appropriate documentation to Contracting Lead for Contract drafting and finalisation;
  - ix. prepare and post associated OJEU (FTS) & contracts finder procurement notices;
  - x. facilitate evaluation and moderation of proposals at all stages of procurement;
  - xi. suggest sourcing methods and provide other commercial advice;
  - xii. co-ordination and arrangement of all supplier contact with the Authority and assist with clarification processes;
  - xiii. prepare ratification reports to contain decision making process on the selection for approval by the Authority;
  - xiv. draft communication to successful bidders and start Standstill period if relevant;
  - xv. provide all tender documentation to be included in the contract;
  - xvi. provide advice to contracts manager on essential requirements where requested;

- xvii. assist with risk assessment of terms and conditions provided by Bidders (in specific circumstances -otherwise NHS terms and conditions must be used);
- xviii. review penalty clauses and possibility of financial claw back provide procurement advice to the Authority on compliant procurement process, in writing when necessary;
- xix. provide a risk register that highlight the advice given and the consequences of following a different process/route;
- xx. ensure regular communications with nominated Authority Leads on current procurement issues;
- xxi. escalate any issues that may occur in any procurement processes to the relevant senior manager; and
- xxii. check existence of Frameworks to be utilised to ensure best value and compliance with Government Policy.

**D) Provide Subject Matter Expertise for Programme Delivery Partner scope**

- Attend procurement briefings (strategy / scope writing / evaluation / moderation / e-sourcing tool use)
- Facilitate the development of Scope content and/or evaluation criteria and/or KPIs by working closely with NHP experts (if they exist) to understand NHP requirements converting this into scope documentation.
- Develop Scope content and/or evaluation criteria and/or KPIs based on the wider NHP team's guidance on the NHPs requirements and relevant industry best practice.
- Assure Scope content developed by others.
- Attend / facilitate workshops to establish and agree NHP's requirements.
- Develop processes and templates required by the relevant Scope section.
- Collate relevant Data Room and Specification documentation.
- Undertake Selection Questionnaire (SQ)/Tender/BAFO evaluation / moderation relevant to area of expertise.
- Undertake Tender evaluation / moderation relevant to area of expertise.
- Respond to SQ/Tender clarification questions (in area of expertise).
- Support Tender briefings, and mid tender / dialogue meetings.
- Participate in technical tender negotiations.
- Provide regular updates to the NHP Procurement Function and PPM.

**2. Provision of Temporary Staff**

- A) The provision of Non-Clinical Temporary staff or any other temporary staff

or fixed term workers ("Temporary Staff"), as detailed in Appendix 1 of this Call-off Contract.

- B) The start dates for the Temporary Staff is detailed within **Appendix 1** (Temporary Staff Rates) of this Call-Off Contract.
- C) The Temporary Staff shall collectively deliver the Consultancy Services. The individual job descriptions for the Temporary Staff shall be developed by the Supplier for approval by the Buyer.

<b>Assignment Type</b>	Temporary
<b>Hours/Days required</b>	Full time
<b>Detail on unsocial hours required</b>	N/A
<b>High cost area supplements that may apply</b>	None
<b>Immunisations required</b>	N/A
<b>Expenses to be paid or benefits offered</b>	N/A
<b>Expenses to be paid by Temporary Worker</b>	Travel to London office
<b>Criminal Records Checks requirements</b>	Basic DBS
<b>BPSS required</b>	No
<b>State any other required clearance and/or background checking</b>	N/A
<b>State any skills, mandatory training and qualifications necessary for the role (those defined by the Framework Specification apply by default)</b>	N/A

## GDPR POSITION

The GDPR provisions for this Call-Off Contract are stated in Joint Schedule 11 – Processing Data, and its annexes.

The contact details of the Relevant Authority's Data Protection Officer are:

Redacted in line with FOIA Sec 41

The contact details of the Supplier's Data Protection Officer are:

Redacted in line with FOIA Sec 41

Redacted in line with FOIA Sec 41

## MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

## CALL-OFF CHARGES

The Call-off Charges are in accordance to **Appendix 1** of this Call-off Contract.

The Call-off Charges under this Call-Off Contract shall not exceed **£3,317,335** (excluding VAT) ("Call-off Charges Cap").

The Temporary Staff Rates are detailed with **Appendix 1** of this Call-off Contract.

Any additional Temporary Staff or any extensions and variations to existing Temporary Staff appointed under this Call-off Contract shall:

- a) be made in accordance with the Framework's Rate card (as detailed in the **Appendix 2** to this Call-off Contract); and
- b) not result in the Call-off Charges exceeding the Call-off Charges Cap.

## IR35

All Temporary Staff appointments listed in **Appendix 1** are subject to individual IR35 assessments conducted by the Buyer.

Any additional Temporary Staff appointments or any extensions and variations to existing Temporary Staff appointments under this Call-off Contract shall be subject to individual IR35 assessments conducted by the Buyer, prior to the appointment/extension of the appointment.

The Temporary Staff Rates included in **Appendix 1** have been based on the IR35 position included for each appointment. Any changes to the IR35 assessments of Temporary Staff appointments may, subject to the approval of the Buyer, result in the variation to Temporary Staff Rates, and shall not result in the Call-off Charges exceeding the Call-off Charges Cap.

## PAYMENT METHOD

Redacted in line with FOIA Sec 41

[Redacted]

## BUYER'S INVOICE ADDRESS:

Redacted in line with FOIA Sec 41

[Redacted]



## BUYER'S AUTHORISED REPRESENTATIVE

Redacted in line with FOIA Sec 41

[Redacted]  
[Redacted]  
[Redacted]

## SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted in line with FOIA Sec 41

[Redacted]  
[Redacted]  
[Redacted]

## SUPPLIER'S CONTRACT MANAGER

Redacted in line with FOIA Sec 41

[Redacted]  
[Redacted]  
[Redacted]

## FORMATION OF CALL-OFF CONTRACT

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Deliverables in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Framework Schedule 6 (Order Form Template and Call-Off Schedules) Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract

Redacted in line with FOIA Sec 41



## APPENDIX 1

### TEMPORARY STAFF RATES

Redacted in line with FOIA Sec 43



## APPENDIX 2

Redacted in line with FOIA Sec 43

