

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 RM6008 Framework Agreement for the provision of **management consultancy** 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	CCCC21A40
From	Department for Health and Social Care. ("CUSTOMER") REDACTED TEXT - Customer contact name
To	Efficio Consulting ("SUPPLIER") REDACTED TEXT - Supplier contact name

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The contract commenced on Wednesday 27 th January 2021.
1.2.	Expiry Date: End date of Initial Period: Monday 27th September 2021 . There is no option to extend this contract.

2. SERVICES

2.1.	Services required: As indicated in Annex A – Services Required, of this document.
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) The Supplier shall provide the Customer with a draft Project Plan for Approval within 7 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">• the provisions of Transparency Reports;• the provision of a knowledge transfer plan
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4. CONTRACT PERFORMANCE

4.1.	Standards: As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document.
4.2	Service Levels/Service Credits: Not applied

4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring The contracting Authority will be responsible for the following:
	<ol style="list-style-type: none"> 1. Weekly progress report to the Commercial SLT (to be submitted by Efficio) 2. Monthly performance and progress management meetings with the T&T SLT 3. Invoice approval and reconciliation
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: ("CUSTOMER") REDACTED TEXT ("SUPPLIER") REDACTED TEXT
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Contracted services will be provided up to a maximum of £350,000 including all expenses but excluding VAT. This price is comprised as follows: REDACTED TEXT
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6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>REDACTED TEXT.</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>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Invoices should be submitted to:</p> <p>Accounts Payable Department of Health and Social Care 39 Victoria Street London SW1H 0EU</p> <p>Email: REDACTED TEXT</p>

6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the contract term.
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.

7. LIABILITY AND INSURANCE

7.1	Estimated 8 month Call Off Contract Charges: The sum of £350,000 ex VAT.
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): The Supplier's standard business insurance shall apply.

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): 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: In Call Off Schedule 9 (Exit Management).

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: Commercially Sensitive Information will include but not be limited to: The Customer's Services Required/Statement of Requirements shown at Annex A of this document. Any contracted outputs and deliverables the Supplier will provide to the Customer under the terms of this contract.

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, as indicated in Schedule 7 of the RM6008 terms and conditions of contract.
10.4	ICT Policy: Not applied

10.6	<p>Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract.</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms.</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address: Department of Health and Social Care 39 Victoria Street London SW1H 0EU</p> <p>Supplier’s postal address: Efficio Consulting</p>
10.10	<p>Transparency Reports In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable</p>
10.12	<p>Call Off Tender: In Schedule 16 (Call Off Tender) and at Annex B – Call Off Tender, of this document.</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms.</p>
10.14	<p>Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>

10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p>
	<p>Data Protection Officer details:</p> <p>Contracting Authority: Name: REDACTED TEXT Email: REDACTED TEXT</p> <p>Supplier: Name: REDACTED TEXT Email: REDACTED TEXT</p>
10.16	<p>MOD DEFCONs and DEFFORM</p> <p>Call Off Schedule 15</p> <p>Not applicable</p>

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 TEXT
Signature	REDACTED TEXT
Date	29/03/2021

For and on behalf of the Customer:

Name and Title	REDACTED TEXT
Signature	REDACTED TEXT
Date	30 /03/21

Annex 1 – Details of key performance indicators which are required to be delivered by Supplier as part of the Services listed in Annex A 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:

REDACTED TEXT

2. REDACTED TEXT

3. REDACTED TEXT

4. REDACTED TEXT

ANNEX A – SERVICES REQUIRED

1. Introduction

- 1.1. The Market Engagement & Strategy Team within the Test & Trace Programme is seeking to augment the existing team by sourcing a market insights service to support Mass Testing. This service will provide data and analysis to the relevant categories which will inform the strategic direction. It will be flexible in delivery and be led by one resource.
- 1.2. By providing supply side market research and analysis we can offer market insight and best practice into category strategies, provide a heads up around emerging markets with a good level of translation of key sources of information and data through an interface to the category teams.
- 1.3. We are looking for a specialist service provider to deliver this service and also access to key data sources that are typically only available on a subscription basis.
- 1.4. We believe that initially the requirements can be provided, short term, by a specialist partner who can provide supplier and market intelligence to support the continued and evolving requirement of Test and Trace leading to focused and more targeted supplier market engagement.
- 1.5. We can capture, monitor and review the outputs of this approach on a value proposition basis, over an initial period of three months to determine the demand and longer term need of the provision for Test and Trace.
- 1.6. Support to start immediately with the flexibility to scale up /down providing support as and when needed, in a timely manner. Resource must be backed up with access to key required data sources.
- 1.7. Please note there is a maximum financial envelope of £350,000 ex VAT for this Project agreement initially however there will be a potential for this to increase.
- 1.8. The Authority retains the right not to award a contract to any Bidder

2. General requirements

The Supplier will be responsible for providing a market insights service to support Mass Testing. The services required are:

- Access to the best market intelligence through optimal data sources including subscriptions and procurement network(s).
- Dedicated research support that continuously collects and produces insights (e.g. supplier intel, market sizing and trends, innovation and best practices).
- Partnerships with wider expert external networks which Test and Trace can utilise and potentially link into.

- Experience of for example supporting UK government, across multiple areas, including PPE Pillar, Healthcare and similar programmes with User Cases.
- Coverage of global and UK markets for areas like LAMP, Lateral Flow Devices, Laboratory Capacity and new and evolving Testing Technologies (see further considerations for full list of categories).
- On demand service that provides service capacity and information largely during the Test and Trace working hours and also to meet exceptional needs on weekends and out of hours for urgent requests from Test and Trace Senior Leadership Team, Department of Health and Social Care, Cabinet Office and Ministers.
- In summary, a flexible and on-demand support model with full access to best market intelligence & research via internal and external sources, expert resources, and partnerships.
- As part of the service it is anticipated that one resource is embedded within the Test and Trace Market Engagement Team which can tap into additional resources behind it. Other models can be proposed for consideration. **Further Considerations – T&T specific requirements**

- List of categories to be covered, including but not limited to:
 - Laboratories, including very high throughout Labs, Lighthouse, Research and other Healthcare Laboratories.
 - Consumables, Re-Agents and Equipment
 - New Testing Technology and Innovation
 - Infrastructure
 - Logistics
 - Professional Services
 - Digital and Technology
 - Service (Contact) Centres
 - Specialist Market Research may be required from firms and or consultancies including but not limited to: Nielsen, Kantar, Ipsos, The Smart Cube.
 - Deeper supply chain analysis and quality assurance from including but not limited to: SGS, Intertek, Eurofins Scientific, TUV Rheinland.

ANNEX B – CALL OFF TENDER

1. The Supplier warrants it will utilise Best Endeavours to deliver all elements of the Customer's Statements of Requirements shown in Annex A, above and will adhere to all timescales agreed between the parties.
2. The Supplier's nominated staff are responsible for the delivery areas indicated below:

REDACTED TEXT