



Crown
Commercial
Service

**TEST AND TRACE: WP#1002 PWC ECOLOG –
3RD PARTY FINANCIAL REVIEW TO
DEPARTMENT OF HEALTH AND SOCIAL CARE
FROM
PRICEWATERHOUSECOOPERS LLP**

CONTRACT REFERENCE: CCCC21A12

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 Strategic Consultancy Services (via MCF 2 / Lot 1) 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	CCCC21A12
From	Department of Health and Social Care ("CUSTOMER")
To	PRICEWATERHOUSECOOPERS LLP (herein "PWC") ("SUPPLIER")
Date	29/01/2021. ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The contract is deemed to have commenced on 25/01/2021.
1.2.	Expiry Date: End date of Initial Period: 28/02/2021. End date of Extension Period: To be separately agreed between the Customer and the Supplier.

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) and at Annex A – Services Required, of this document.
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3. PROJECT PLAN

3.1.	Project Plan: As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document.
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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: Not applied.
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms.

5. PERSONNEL

5.1	Key Personnel: REDACTED ("CUSTOMER") PwC REDACTED
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	<p>These individuals shall be assisted by such other experienced PwC staff as necessary, with the appropriate specialist finance skills and knowledge to deliver the services to the Customer.</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Not applied.</p>

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and provided here for the avoidance of doubt.</p> <p>Contracted services will be provided at up to a maximum of £62,490.00 including all expenses but excluding VAT.</p> <p>This price is comprised as follows:</p> <p>REDACTED</p>
6.2	<p>Payment terms/profile (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). For the avoidance of doubt, the Supplier will invoice monthly in arrears:</p>
6.3	<p>Reimbursable Expenses:</p>

	NOT PERMITTED.
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>REDACTED</p>
6.5	<p>Call Off Contract Charges held firm for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the contract term including any extension.</p>
6.6	<p>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:</p> <p>Not applicable.</p>
6.7	<p>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> <p>Not permitted.</p>

7. LIABILITY AND INSURANCE

7.1	Estimated 9 Month Call Off Contract Charges: The sum of £62,490.00 including all expenses but excluding 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): The period of thirty (30) Working Days in Clause 42.7 shall be altered to five (5) Working Days.
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.

	<p>Any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier.</p> <p>Any information falling within the definition of "Supplier's Confidential Information."</p> <p>The duration for which such information shall be confidential is indefinite.</p>
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital A.</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required.</p>
10.3	<p>Security:</p> <p>Short form security requirements, as indicated in Schedule 7 of the RM6008 terms and conditions of contract.</p>
10.4	<p>ICT Policy:</p> <p>Not applied.</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>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 term, including any extension.</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>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:</p> <p>REDACTE</p> <p>D</p>

	Supplier's postal address: REDACTED D
10.10	Transparency Reports Not applicable.
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable.
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) and at Annex B – Call Off Tender, of this document.
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 Not applicable.
10.15	Processing Data Call Off Schedule 17. REDACTED ("CUSTOMER") REDACTED ("SUPPLIER")

Contract Reference:	CCCC21A12	
Date:	29/01/2021	
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. In the event of any conflict between (i) this document and (ii) the terms and conditions of Commercial Agreement RM6008 – MCF 2, the order of precedence will be (i); (ii).	
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	Not applicable within the context of the Contracted Services.	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address	
Categories of Data Subject	Not applicable within the context of the Contracted Services.	
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:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

ANNEX A – SERVICES REQUIRED

Monitoring mechanism:	<p>This will be an outcomes-based contract. The key deliverable will be a report which we expect to be completed and handed over within the above timeframe. Details of the report are included in the scope of services.</p> <p>The report will be shared with NHS T&T as it is being developed and regular update sessions will be held. If REDACTED or any other stakeholders have comments on content, they will be picked up during the review. The draft review will go through Director, Partner and second Partner review from PWC. They will also check the report for factual accuracy with Ecolog. A report clearance session with REDACTED and other senior T&T stakeholders will then be held before finalising the report.</p>
Scope of services:	<p>The deliverable for this work will be a short, bullet point style report, addressed to NHS Test and Trace. The acceptance of this by NHS T&T is the primary measurable criteria.</p> <p>REDACTED</p>

ANNEX B – CALL OFF TENDER

1. The Supplier warrants it will utilise Best Endeavours to deliver all elements of the Customer's Statement of Requirements shown in Annex A, above and will adhere to all timescales indicated.