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**Call Off Order Form for Management Consultancy Services**

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**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 4<sup>th</sup> 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.

Order Number	CS20427
From	The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN ("SUPPLIER")

### SECTION B

#### CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 12 November 2020
	Expiry Date: End date of Initial Period 11 May 2021 End date of Extension Period <b>Not Applicable</b> Minimum written notice to Supplier in respect of extension: <b>Not Applicable</b>

#### SERVICES

2.1	<b>Services required:</b>  In Call Off Schedule 2 (Services)  <b>Introduction</b>  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.  <ul style="list-style-type: none"><li>• <b>COVID-19 is the biggest threat this country has faced in peacetime history.</b> 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.</li><li>• <b>Finding a vaccine is critical to tackling COVID-19.</b> The clinical and scientific communities are increasingly of the view that whilst isolation, social</li></ul>
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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.

- **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.

To find out more about the overall work of the department work visit the BEIS website at <https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy>

### **The Requirement**

BEIS is now looking for a supplier to provide the VTF team with Flexible Project Management Resource. The project's management resource will offer good skills blends: for example, Project Managers with good planning skills, or project managers with good logistics skills, or with good business analysis skills. Project Management qualifications are desired but are not required.

The successful supplier must be able to:

- Demonstrate pharmaceutical industry background/knowledge or parallel industry expertise
- Demonstrate proven expertise of operational risk management of complex supply chains, launching multiple products at a fast pace

The aim of the contract is to provide BEIS and the VTF team with a contract which includes:

1. Flexibility – so that the supplier can supply specific capability for potentially more timebound pieces of work as well as potentially pieces of work that last the duration of the contract
2. Training/upskilling to enable more civil servants to take on the roles of project management following the end of the contract provision. Primarily, but not limited to, detailed handover and lessons learnt document with training sessions.

	<p>3. That the project management resources should offer good skills blends: for example, Project Managers with good planning skills, or project managers with good logistics skills or with good business analysis skills. Project Management qualifications are desired but not required.</p> <p>BEIS are seeking project management capability for the following purposes :</p> <ul style="list-style-type: none"> <li>a. To be able to plan and manage a cross-cutting workstream</li> <li>b. To be able to own and manage time-bound pieces of cross cutting work/problem solving in order to produce a recommendation for an approach that the wider task force can adopt</li> <li>c. For the supplier to be able to respond by providing capability at potentially as little as 1 weeks' notice to populate project teams (both at leadership level and more project support levels)</li> <li>d. To be able to co-ordinate activity for the Programme Director and Deputy Directors. For example, support to make sure "to do lists" are kept up to date, that BEIS and the VTF team are kept informed when anything is late or off track, and general policing activity to make BEIS and the VTF teams more efficient.</li> <li>e. To be able to facilitate Readiness Reviews, and cross programme workshops as the need arises</li> </ul> <p><b>Safety Requirements</b> All resource(s) working on this contract on behalf of the successful supplier must be at least SC cleared.</p> <p><b>Working Arrangements</b> 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. Remote/Home working is required in line with BEIS security and Data policies but with the ability to travel in the UK if and when needed. BEIS 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>
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**PROJECT PLAN**

<b>3.1</b>	<p><b>Project Plan: In Call Off Schedule 4 (Project Plan)</b></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 <b>REDACTED REDACTED</b> four (4) weeks before the end of this agreement.</p>
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**CONTRACT PERFORMANCE**

4.1.	<b>Standards:</b> Compliance with the Government Commercial Function Supplier Code of Conduct. See: <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf</a>																			
4.2	<b>Service Levels/Service Credits:</b> Not applied																			
4.3	<b>Critical Service Level Failure:</b> Not applied																			
4.4	<b>Performance Monitoring:</b> KPIs shall be established to monitor the effectiveness and efficiency of the Supplier's service. Monthly performance meetings shall be held with the Supplier. At these meetings, the Supplier shall provide reports as described below: <table border="1" data-bbox="381 824 1362 1968"> <thead> <tr> <th data-bbox="381 824 448 913">No</th> <th data-bbox="448 824 675 913">Description</th> <th data-bbox="675 824 1094 913">Measured by</th> <th data-bbox="1094 824 1267 913">Monitoring Frequency</th> <th data-bbox="1267 824 1362 913">Target</th> </tr> </thead> <tbody> <tr> <td data-bbox="381 913 448 1480">1</td> <td data-bbox="448 913 675 1480">Resourcing</td> <td data-bbox="675 913 1094 1480"> <ul style="list-style-type: none"> <li>- Absence monitoring /consistency in resource provided</li> <li>- Quick response (72 hours) to request for additional resources</li> <li>- Utilising the right level of experience/ grade as agreed with Customer</li> <li>- Ensure all consultants have appropriate levels of SC as agreed with Customer (100% target)</li> </ul> </td> <td data-bbox="1094 913 1267 1480">Monthly</td> <td data-bbox="1267 913 1362 1480">98%</td> </tr> <tr> <td data-bbox="381 1480 448 1968">2</td> <td data-bbox="448 1480 675 1968">Engagement with BEIS</td> <td data-bbox="675 1480 1094 1968"> <ul style="list-style-type: none"> <li>- Monthly Performance: meetings with the Contract Manger</li> <li>- Ad hoc meetings as requested by BEIS</li> <li>- Highlight and monitor risk associated with programme</li> <li>- Ensure an Exit plan is developed and kept up to date (See Schedule 9 - Exit Management)</li> </ul> </td> <td data-bbox="1094 1480 1267 1968">Monthly / ad hoc</td> <td data-bbox="1267 1480 1362 1968">100%</td> </tr> </tbody> </table>					No	Description	Measured by	Monitoring Frequency	Target	1	Resourcing	<ul style="list-style-type: none"> <li>- Absence monitoring /consistency in resource provided</li> <li>- Quick response (72 hours) to request for additional resources</li> <li>- Utilising the right level of experience/ grade as agreed with Customer</li> <li>- Ensure all consultants have appropriate levels of SC as agreed with Customer (100% target)</li> </ul>	Monthly	98%	2	Engagement with BEIS	<ul style="list-style-type: none"> <li>- Monthly Performance: meetings with the Contract Manger</li> <li>- Ad hoc meetings as requested by BEIS</li> <li>- Highlight and monitor risk associated with programme</li> <li>- Ensure an Exit plan is developed and kept up to date (See Schedule 9 - Exit Management)</li> </ul>	Monthly / ad hoc	100%
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	3	Project cost tracking	<ul style="list-style-type: none"> <li>- Monitor service costs in line with agreed projects</li> <li>- Ensure invoices are submitted in accordance with contract</li> </ul>	Monthly	98%
	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	<ul style="list-style-type: none"> <li>- Monitor customer service feedback to ensure issues are promptly responded to</li> <li>- Complaints to be responded to within 2 hours of receipt or as reasonably practicable</li> </ul>	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: <b>REDACTED</b> email: <b>REDACTED</b></p>				
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms				

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>
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	<p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>Not applied</p>

## PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (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)</p> <p>The total contract value shall not exceed £1,500,000.00 ex VAT. Volumes / values are not guaranteed. All charges are to be in alignment with the AW5.2 Price Schedule below:</p> <p>REDACTED</p>
6.2	<p><b>Payment terms/profile</b> (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)</p> <p>The 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>

<b>6.3</b>	<b>Reimbursable Expenses:</b> Any reasonable travel and related expenses, outside of the base location 1 Victoria Street, London, SW1H 0ET , 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.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Victoria Street, London, SW1H 0ET or <a href="mailto:procurement@services.ukbs.co.uk">procurement@services.ukbs.co.uk</a>
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The full duration of the contract.
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

#### LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £1,500,000.00 excluding VAT For the avoidance of doubt, call off volumes/ values are not guaranteed
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

#### TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>

	In Call off Schedule 9 (Exit Management).
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## SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Identity of professional staff and skills experience – Identity of professional staff and skills experience Fees for professional staff - Of competitive value to professional competitors Total price bid for the proposal - Of competitive value to professional competitors PA Consulting Methodologies and Tools - Of competitive value to professional competitors

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals (in preamble to the Call Off Terms):</b> Recitals B to E Recital C - date of issue of the Statement of Requirements: <b>12/10/2020</b> Recital D - date of receipt of Call Off Tender: <b>28/10/2020</b>
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements AND BEIS Security Policy to be provided by the customer before the commencement date
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> The Supplier shall provide a copy of their business continuity plan within thirty days of contract award.
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</b> In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices (Clause 56.6 of the Call Off Terms):</b> Customer's postal address and email address: <b>Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET</b> Supplier's postal address and email address:

	<b>PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>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):</b> Not applicable

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

REDACTED

10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms
10.14	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	<b>Processing Data</b>  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: <b>REDACTED</b>  BEIS Data Protection Officer – <b>REDACTED</b>  2. The contact details of the Suppliers Data Protection Officer is:  <b>REDACTED</b>  3. The Processor shall comply with any further written instructions with respect to processing by the Controller.  4. Any such further instructions shall be incorporated into this Schedule.

<b>Contract Reference:</b>	<b>CS20427</b>
<b>Date:</b>	<b>12/11/2020</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
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	
	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:**

Name and Title	<b>REDACTED</b> <b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	26/11/2020

**For and on behalf of the Customer:**

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	10/12/2020