

COVID-19 Consultancy Task Force (Portfolio Management Office)

То

Cabinet Office

From

The Boston Consulting Group Ltd

Contract Reference CCCC20A98

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 Consultancy Services 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	To be confirmed following contract award
From	Cabinet Office ("CUSTOMER")
То	The Boston Consulting Group Ltd ("SUPPLIER")
Date	Friday 7 th August 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 10 th August 2020
1.2.	Expiry Date:
	End date of Initial Period: 31st March 2021
	End date of Extension Period: Not applicable
	Minimum written notice to Supplier in respect of extension: Not applicable

2. SERVICES

2.1.	Services required:
	In Annex A – Statement of Requirements

3. PROJECT PLAN

3.1.	Project Plan:	
	As outlined in section 6 of the Statement of Requirements	

4. CONTRACT PERFORMANCE

4.1.	Standards:
	In Clause 11 of the contract terms
4.2	Service Levels/Service Credits:
	In Annex A – Statement of Requirements
4.3	Critical Service Level Failure:
	Not applied
4.4	Performance Monitoring:
	Not applied
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
	Supplier:
	REDACTED
5.2	Relevant Convictions
	In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
	The maximum value of the contract shall be up to £1,600,000.00 (ex VAT)
	REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):
	Payment shall be made on a monthly basis on receipt of all deliverables and their acceptance by the Customer.
6.3	Reimbursable Expenses:
	The Call Off Charges are inclusive of all expenses.

Consultants will work predominantly from home but may, by exception, require to join meetings in Central London. In the event that the Supplier is expected to travel to these meetings, the base location shall be deemed as: Cabinet Office 70 Whitehall London Greater London SW1A 2AS England 6.4 Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted to: REDACTED 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. Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off 6.6 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 Year 1 Call Off Contract Charges:
	Up to £1,600,000.00 (ex VAT)
7.2	Supplier's limitation of Liability
	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 amended 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:
	The Supplier's proposal and commercial information including rates and pricing shall be deemed as commercially sensitive.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms):
	Recitals B to E
	Recital C - date of issue of the Statement of Requirements: 15 th July 2020
	Recital D - date of receipt of Call Off Tender: 28th July 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):
	Not required
10.3	Security:
	Short form security requirements
10.4	ICT Policy:
	To be provided by the Customer before the Commencement Date
10.5	Business Continuity & Disaster Recovery:
	In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
	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
10.6	Protection of Customer Data
	In Clause 35.2.3 of the Call Off Terms
10.7	Notices (Clause 56.6 of the Call Off Terms):
	Customer's postal address and email address:
	Cabinet Office
	70 Whitehall London
	SW1A 2AS
	Email: REDACTED

•			
	Supplier's postal address and email address: The Boston Consulting Group Ltd 20 Manchester Square London		
	W1U 3PZ		
	Email: REDACTED		
10.8	Transparency Reports		
	In Call Off Schedule 13 (Transparency Reports)		
	Reports will be provided quarterly, the format will be determined during the inception meeting.		
10.9	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:		
	Not applicable		
10.10	Call Off Tender:		
	REDACTED		
10.11	Publicity and Branding		
	In Clause 36.3.2 of the Call Off Terms		
10.12	Staff Transfer		
	Not applicable		
10.13	Processing Data		
	Call Off Schedule 17		
	The contact details of the Customers Data Protection Officer are:		
	REDACTED		
	The contact details of the Suppliers Data Protection Officer are:		
	REDACTED		

Contract Reference:	CCCC20A98
Date:	07.08.2020
Description Of Authorised Processing	Details
Where any Personal Data are processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent

and that the Supplier is the Data	controllers of Personal Data under this	
Processor	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 Contract plus 7 years.	
Nature and purposes of the processing		
Type of Personal Data	Full name	
	Worplace address	
	Workplace Phone Number	
	Workplace email address	
	Names	
	Job Title	
Categories of Data Subject		
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	07.08.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	19.08.2020

Annex A – Statement of Requirements



Statement of Requirements

Contract Reference: CCCC20A98 - COVID-19 Consultancy
Task Force (Portfolio Management Office)

1. PURPOSE

- 1.1 The Covid-19 Task Force within Cabinet Office is charged with supporting the Prime Minister and Cabinet in developing the Government's COVID-19 response and recovery policies, and leading on implementation.
- 1.2 This includes managing the portfolio of priority HMG plans relating to Covid-19 response and recovery; providing a range of analytical services in support of the response; and reporting progress on delivery to Ministers.
- 1.3 In particular, the Covid-19 Portfolio Management Office (PMO) is charged with managing the portfolio of priority HMG plans relating to Covid-19 response and recovery; improving the quality of planning across priority projects to allow greater visibility and alignment of future activity, analysing the portfolio for system wide issues and interdependencies, and reporting progress on delivery to Ministers. This requires specialist resources to support the scoping of projects, hands on support for planning, and analysis of portfolio data, some of which either cannot be found within HMG or is in short supply.
- 1.4 The purpose of this procurement is to appoint external resource to ensure that the Task Force is able to rapidly call on suitably skilled external as well as internal resources in order to deliver these outputs.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 The COVID-19 Task Force was established in late May 2020, consolidating a range of central COVID-19 response activity and seeking to place it on an enduring footing. Its key tasks are to:
- 2.2 Co-ordinate policy activity with the relevant lead departments; focus on longerterm strategy development and the cross-Whitehall handling of set-piece moments and milestones; and support relevant Cabinet committee meetings; and
- 2.3 Track and drive implementation and delivery activity through a number of lenses, including continuing to track key metrics and data, international comparators, and the development and delivery of plans.
- 2.4 Within the Task Force are a number of teams which might continue to require external support and skills in order to achieve these tasks in future. These include the PMO and teams responsible for analysis and data, and policy and strategy development.
- 2.5 This procurement seeks to ensure that the Task Force retains sufficient skills and capacity to meet its objectives in these areas, and also, in recognition of the lack of certainty about future scenarios for Covid-19, to ensure that it retains the capability to target resources flexibly at issues as they arise.

3. DEFINITIONS

EXPRESSION OR ACRONYM	DEFINITION
HMG	Her Majesty's Government
PMO	Portfolio Management Office

4. SCOPE OF REQUIREMENT

- 4.1 The requirement is for the agile and flexible provision of consultants to enable the Covid-19 Task Force to meet its outputs potentially over both the short and medium term (until the end of the financial year).
- 4.2 The Supplier shall provide direct support and knowledge transfer, whilst providing options to flex their team up or down or bring support to an end, with appropriate notice, as key conditions are met: including recruitment of appropriate civil servants resource and/or the achievement of specific goals. The Contracting Authority deems "appropriate notice" to consist of five working days, in the event it wishes to bring support to an end, due to reducing business needs.
- 4.3 The ability to intelligently manage the numbers and type of deployed consultants through variable contract periods is mandatory. This shall include ensuring the grade mix of the team assigned will be flexed to provide the right balance in terms of quality and cost effectiveness.

5. THE REQUIREMENT

- 5.1 The Portfolio Management Office require support for portfolio-level analysis; oversight of Departmental project planning; and digital tools to support the portfolio. The Supplier shall complete the following deliverables:
- 5.2 Review of the current key working processes of the PMO sub-teams.
- 5.3 Mentored improvement of Departmental planning horizons (including hands on support to planning, workshop/problem solving with senior stakeholders in very politically sensitive areas, emotionally intelligent building of ongoing collaborative relationships). This is to support the urgent drive to extend planning horizon beyond winter 2020/21.
- 5.4 Portfolio level analysis to identify areas of interdependence and risk.
- 5.5 Enable/convene appropriate workshops and produce appropriate products that will allow the portfolio to develop, ensuring its alignment to strategy and the mitigation of risks.
- 5.6 Establishment of sophisticated digital tools that provide automation to the portfolio, allowing complex analysis and the delivery of timely management information

- 5.7 The digital tools are being developed separately but embedding them into PMO and departmental processes will be a key Supplier responsibility.
- 5.8 The Supplier shall provide appropriately qualified and SC-cleared consultants to deliver the service.
- 5.9 The exact scale and duration of the various projects are to be determined but for guidance, individual engagements are likely to require support from 2-10 consultants for several weeks at a time, continuously to October 2020, and potentially to March 2021.
- 5.10 It is likely that the Supplier's consultants will be either directly supporting project/plan development, with departments, or working centrally, providing analysis and options for development of the whole portfolio.
- 5.11 The Supplier's consultants will be expected to operate on Cabinet Office IT, which will be provided to core staff. It is expected that this IT will be provided following 1 week of the contract start date. Until this point, the consultants are expected to use their own technology to enable service delivery.

6. KEY MILESTONES AND DELIVERABLES

6.1 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Embedded into PMO sub-teams and key working processes reviewed	Within week 1 of Contract Award or no later than 14 August 2020.
2	Application of consultants confirmed, based on analysis of previous week, and consultants intelligently deployed against key requirements	Within week 2 of Contract Award or no later than 21 August 2020
3	Digital tools fully established, portfolio analysis at sophisticated level	Within week 4 of Contract Award or no later than 4 September 2020
4	Substantial progress made on extending portfolio planning horizons (majority of plans extending to March 2021)	Within week 6 of Contract Award or 18 September 2020
5	Planning horizons to March 2021 across whole portfolio	Within week 8 of Contract Award or no later than 2 October 2020

6	Further refinement of portfolio (optional) – as required, further specialist support to emerging challenges or issues of strategic need.	Out to w/c 22 March 2021
---	--	-----------------------------

7. MANAGEMENT INFORMATION/REPORTING

7.1 The Supplier shall attend monthly contract review meetings as well as any project meetings that are required.

8. VOLUMES

- 8.1 The PMO has been supported by c.12 FTE consultants since March 2020, with contracts soon to expire. The consultants work with approximately 30 other staff on c.45 priority projects across the portfolio.
- 8.2 The volume of projects is expected to remain the same and it is anticipated that this volume of consultancy support would be initially maintained. However, the support required is expected to lower by about 50% by the end of September 2020. It is anticipated that c.4 FTE consultants may be required during the period October 2020 March 2021.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 The Supplier should present new ways of working to the Authority during monthly Contract review meetings.
- 9.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

10. QUALITY

10.1 The quality of the services are expected to be delivered in line with the standards of the Management Consultancy Framework Two.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 11.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 11.3 The Supplier shall ensure that its staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

12. SERVICE LEVELS AND PERFORMANCE

12.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET
1	Delivery timescales	Supplier delivering departmental-facing support/ interventions within 1 week of contract start.	98%
2	Portfolio level analysis	Portfolio analysis products and supporting workshops are devised and convened as per the timeline at section 7, understanding that there may be delays to execution outside of the Supplier's control.	95%
3	Resource Flexibility	The Supplier is able to intelligently scale and target resource, to ensure that the right expertise is brought to bear during any given week, at the right scale, within the bounds of the contract; tapering down as described at section 9.	95%
4	Customer Service	Respond to email/communication from the Contracting Authority within 24 hours.	24 hours

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 13.1 Due to the nature of the work, the Consultancy team members are expected to be SC cleared, accredited to OFFICIAL.
- 13.2 As the winning Supplier will be working on Cabinet Office IT, the Supplier's proposed team will be expected to adhere to the Cabinet Office ICT policy, details of which will be provided.

14. PAYMENT AND INVOICING

- 14.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 14.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 14.3 Invoices should be submitted to: REDACTED

14.4 It is expected the Supplier will invoice on completion of each task indicated in Section 7 above, and the Authority's acceptance of any outputs / deliverables.

15. CONTRACT MANAGEMENT

15.1 Attendance at Contract Review meetings shall be at the Supplier's own expense, however it is expected that such meetings will primarily be online, due to covid-19 restrictions.

16. LOCATION

- 16.1 The Supplier's consultants will work predominantly from home but may, by exception be required to join meetings in Central London.
- 16.2 In the event that the Supplier is expected to travel to these meetings, the base location will be:
 - Cabinet Office, 70 Whitehall, London, Greater London SW1A 2AS, England.
- 16.3 Travel & Subsistence costs to the base location shall be included in the rates.