

## **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 Daily Contact Tracing 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	<b>CCZX21A03</b>
From	<b>The Department for Health &amp; Social Care</b> <b>("CUSTOMER")</b>
To	<b>Carnall Farrar</b> <b>("SUPPLIER")</b>
Date	<b>21<sup>st</sup> December 2020</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 21<sup>st</sup> December 2020</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>31<sup>st</sup> March 2021</b>

#### 2. SERVICES

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services) and at Annex A – Services Required, of this document.
-------------	--

#### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document.
-------------	--

#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  As indicated in Annex A – Services Required, of this document and Annex B – Call Off Tender, of this document
-------------	--

<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

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

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):  In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and provided here for the avoidance of doubt.  This price is comprised as follows:  REDACTED  Total (excluding VAT) = <b>£100,450</b>  Fees are inclusive of expenses and excluding VAT.
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b>  Expenses will be paid for exceptional circumstances only. For travel for individuals outside of London, expenses will only be paid for the cost of the ticket. Expenses will not be paid for Time

<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED <b>Payment and Invoicing</b> <b>39 Victoria Street</b> <b>Westminster</b> <b>London</b> <b>SW1H 0EU</b>
<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 duration of the contract term including any extension.
<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: Call Off charges will be fixed for the duration of the Contract.
<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.

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> For the avoidance of doubt, the total contract value shall not exceed a total of £100,450.00 (excluding VAT).
<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) The Supplier's standard business insurance shall apply.

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 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 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be altered to ten (10) Working Days
<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)
------------	---

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable.
<b>9.2</b>	<b>Commercially Sensitive Information:</b> 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

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<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 set out in paragraphs 1 to 5 of Schedule 7 (Security) shall apply.
<b>10.4</b>	<b>ICT Policy:</b> In line with DHSC ICT policy.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied.
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms) In Clause 35.2.3 of the Call Off Terms.
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address: <b>Department of Health and Social Care</b> <b>39 Victoria Street</b> <b>London</b> <b>SW1H 0EU</b> Supplier's postal address: <b>1 Lyric Square,</b>

	<b>Hammersmith, London W6 0NB</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 Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not used.
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding:</b> Clause 36.3.2 of the Call Off Terms
<b>10.14</b>	<b>Staff Transfer</b> Not applicable.
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17. REDACTED <b>("CUSTOMER")</b>  REDACTED <b>("SUPPLIER")</b>

<b>Contract Reference:</b>	CCZX21A02	
<b>Date:</b>	22/01/2021	
<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 Contract plus 7 years.		
Nature and purposes of the processing	As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with employees and contractors of the Customer.		
Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure InformationQualifications or Certificate  Nationality  Education & training history  Previous work history  Personal Interests  References and referee details  Driving license details  National insurance number  Bank statements  Utility bills  Job title or role  Job application details		



	<p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual</p>		
Categories of Data Subject	Employees and contractors of the Customer.		

## 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	26/01/21

### For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	26/01/21

## **ANNEX A – SERVICES REQUIRED**

Measurable deliverables from this work include:

- Work across the Testing Portfolio ensuring representation of DsPH requirements are captured by each programme
- Work with Daily Contact Testing (DCT) Policy Team to design Directors of Public Health (DsPH) policy requirements
- Work with Pilot Delivery Team to help set up and establish Pilots for DsPH across the Daily Contact Testing programme
- Work with Daily Contact Testing Programme Management Team to provide update to the Plan. Provide weekly update and help manage risks and issues associated with the roll out of the DsPH across DCT
- Build relationships and work with DsPH to help launch a national service for Directors of Public Health

Programme Commercial Coordination. Deliverables are under the governance and control of Gina Naguib-Roberts, and Kevin Phillips for Daily Contact Testing Programme.

Note that given the reactive and fast-moving nature of the programme, formal acceptance criteria have not been defined and are not required as this is a resourcing only project.

## **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 agreed between the parties.