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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 **RM3745** dated 21<sup>st</sup> November 2017. The requirement is for pharmaceutical infrastructure projects due diligence, using Lot 7 of the Framework.

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.

<b>Order Number</b>	BEIS tender reference number: 5236/07/2021
<b>From</b>	The Department for Business, Energy & Industrial Strategy 1 Victoria Street London SW1H 0ET ("CUSTOMER")
<b>To</b>	Jacobs U.K. Limited Cottons Centre, Cottons Lane London SE1 2QG ("SUPPLIER")

##### **SECTION B**

#### **CALL OFF CONTRACT PERIOD**

<b>1.</b>	<b>Commencement Date: 28-Jul-21</b>
	<b>Expiry Date:</b> End date of Initial Period: <b>24-Dec-21</b> End date of Extension Period: <b>N/A</b> Minimum written notice to Supplier in respect of extension: <b>N/A</b>

## SERVICES

### 2.1 Services required:

In Call Off Schedule 2 (Services)

As per Jacobs proposal in response to this specific call off at Appendix A:

Title: Vaccine Task Force – Procurement Due Diligence Process

(Technical Support – Manufacturing and Production Facilities at 3 sites)

Revision 2, dated 19-July-21

#### VTF Requirements:

- For [Redacted Under Section 43], that the VTF is currently working on [Redacted Under Section 43, Commercial Interests], we have received project proposals that [Redacted Under Section 43, Commercial Interests]. Within the VTF we do not have the technical experience to understand the complex nature of these programmes, to be able to ensure that the proposals are both Value for Money and also will deliver on time and to quality.
- Therefore, the VTF are looking to engage a company with engineering expertise in pharmaceutical infrastructure to undertake a review of the proposals to confirm (or otherwise) these areas.
- The VTF requires that each of the proposals is given a high-level review to identify any expected issues with the proposals in these areas – these issues will be shared as “Red Flags” that the VTF can then investigate further with the Suppliers.
- The review will look at whether the function will meet BEIS/VTF requirements, the facility architecture and engineering, and the commissioning, validation and operational readiness approach of the proposals

#### Summary of Deliverables below (extract from full proposal):

- Red Flag Summary report / matrix for [Redacted Under Section 43, Commercial Interests]
- Red Flag Summary report / matrix for [Redacted Under Section 43, Commercial Interests]

Red Flag Summary report / matrix for [Redacted Under Section 43, Commercial Interests]

## PROJECT PLAN

3.1.	<p><b>Project Plan:</b></p> <p>As per Jacobs proposal in response to this specific call off (see Appendix A for full proposal)</p> <p>Milestone payments will not apply (monthly invoicing as per Section 6.2 below) as this consists of very short pieces of work to support the 3 projects.</p> <p>'Delay payments' as set out in Clause 6.4 are not applicable to this specific Call Off.</p> <p>Schedule from proposal below (dates for illustration only):</p>
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Redacted Under Section 43, Commercial Interests



## CONTRACT PERFORMANCE

<b>4.1</b>	<b>Standards:</b>  · The proposed methodology for providing the Services is consistent with 'Good Industry Practice' as set out in Framework clause 11 and Call Off clause 7 and shall apply at all times.
<b>4.2</b>	<b>Service Levels/Service Credits:</b>  Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b>  Not applied

#### 4.4 Performance Monitoring:

Throughout the work, the Project team for each proposal will be engaging with the Supplier to ensure that each deliverable is completed in line with the plan, and to the expected level of depth.

During each of the project reviews, the Supplier will provide a brief weekly update to the project team, highlighting both progress against plan, and any risks/blockers to progress.

KPIs shall be established to monitor the effectiveness and efficiency of the Supplier's service. 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.

The Supplier's achievements of KPIs shall be reviewed and discussed during regular supplier review meetings (these meetings shall be held upon completion of each project unless otherwise agreed between parties).

The Customer reserves the right to use and publish the performance of the Supplier against the KPIs without restriction.

Customer contact for management meetings: Redacted Under Section 40(2), Personal

Redacted Under Section 40(2), Personal Information

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 (24 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 security clearance (min BPSS or equivalent as agreed with Customer) (100% target)</li></ul>	Weekly	98%
2	Engagement with BEIS	<ul style="list-style-type: none"><li>- Performance meetings with the Contract Manager: after completion of each project</li><li>- Ad hoc meetings as requested by BEIS</li><li>- Highlight and monitor risk associated with projects</li></ul>	Project/ Ad-hoc	100%
3	Project cost tracking	<ul style="list-style-type: none"><li>- Monitor service costs in line with agreed projects to ensure no overspend and budget can cover all agreed projects</li><li>- Ensure invoices are submitted in accordance with contract</li></ul>	Weekly / project	98%
4	Cost avoidance savings	<ul style="list-style-type: none"><li>- Highlight any financial / non-financial savings or improvements realised as part of the contract</li></ul>	Milestone	N/A
5	Modern Slavery and London Living Wage compliance	<ul style="list-style-type: none"><li>- Compliance statements to be provided within 5 days of the start of the contract</li></ul>	Once	100%

	6	Social Value Monitoring	- Implement social value contributions -TBC	Once	N/A	
	7	Customer Service Feedback /Complaints handling	- Monitor customer service feedback to ensure issues are promptly responded to - Complaints to be responded to within 2 hours of receipt or as reasonably practicable	Weekly	100%	
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> As Clause 39.2.1(a)					

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> Jacobs UK Ltd.: <div style="background-color: black; color: white; text-align: center; padding: 2px;">Redacted Under Section 40(2), Personal Information</div> <div style="background-color: black; color: white; text-align: center; padding: 2px;">Redacted Under Section 40(2), Personal Information</div>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): None applicable

## 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 is capped at £116,704.50 excluding VAT.</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 40(2), Personal Information and Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Full details available in the full proposal in Appendix A</p> <p><b>Note</b> – each project will be kicked off in agreement between the Supplier and the Customer – therefore where a project is not required or is delayed, this will only be started once both Parties have agreed; this will be reflected in the charges as these charges will only be charged once each project has been kicked off.</p>
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<b>6.2</b>	<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>Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Payment due net 30 days of invoicing. Payment will be made by BACS.</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted (but current no expectation of any expenses being required)</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>All invoices should be sent to BEIS – Department for Business, Energy and Industrial Strategy Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests</p> <p>Redacted Under Section 43, Commercial Interests as well as the Contract Manager Redacted Under Section 40(2), Personal Information .</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Call of Contract charges shall remain fixed and firm for the duration of the contract or for 1 year from the Call Off Commencement Date, whichever is longer.</p>
<b>6.6</b>	<p><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:</p> <p>N/A as 5 month contract</p>
<b>6.7</b>	<p><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)):</p> <p>Not Permitted</p>

## LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £116,704.50 (capped)</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms:</p> <p>One hundred and twenty-five percent (125%) of the Call Off Contract Charges payable to the Supplier</p>

<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms)  Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum Public Liability Insurance: Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum Professional Indemnity Insurance: Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum Insurance certificates to be provided within thirty-five days of contract award.
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## 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): 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)

## 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> N/A  <i>(For the avoidance of doubt, the output of the project is not considered to be above the normal level of Commercial Sensitivity, however the information shared by the Customer will be highly Commercially Sensitive, and should not be shared internally within the Supplier outside of the project team)</i>

## 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

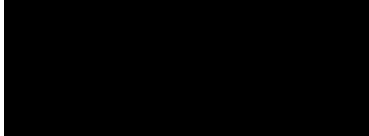
<b>10.3</b>	<b>Security:</b> Short form security requirements AND BEIS Security Policy to be provided by the customer before the commencement date
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data:</b> Clause 35.2 of the Call Off Terms.
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: BEIS, 1 Victoria St, Westminster, London SW1H 0ET. <div>Redacted Under Section 40(2), Personal Information</div> Supplier's postal address and email address: Jacobs 2 <sup>nd</sup> Floor, Cottons Centre, Cottons Lane, London, SE1 2QG <div>Redacted Under Section 40(2), Personal Information</div> <div>Redacted Under Section 40(2), Personal Information</div>
<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> None applicable
<b>10.12</b>	<b>Call Off Tender:</b> Not applicable
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> The information shared by the Customer should only be shared within the Project Team from the Supplier, and should not be shared further within the organisation without explicit authority from the Customer
<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

	<p>1. The contact details of the Customer Data Protection Officer is:</p> <p>BEIS Data Protection Officer  Department for Business, Energy and Industrial Strategy,  51 Buckingham Palace Road, London SW1W 9SZ.  Email: <a href="mailto:dataprotection@beis.gov.uk">dataprotection@beis.gov.uk</a></p> <p>BEIS Data Protection Officer: <span style="background-color: black; color: black;">Redacted Under Section 40(2), P</span></p> <p>2. The contact details of the Suppliers Data Protection Officer is:</p> <p>Name: <span style="background-color: black; color: black;">Redacted Under Section 40(2), Personal Information</span>  <span style="background-color: black; color: black;">Redacted Under Section 40(2), Personal Information</span>  <span style="background-color: black; color: black;">Redacted Under Section 40(2), Personal Information</span></p> <p>Tel No.: <span style="background-color: black; color: black;">Redacted Under Section 40(2), Personal Informa</span></p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p> <table border="1" data-bbox="309 1041 1396 1843"> <tr> <td data-bbox="309 1041 528 1160"><b>Contract Reference:</b></td> <td data-bbox="528 1041 1396 1160"><span style="background-color: black; color: black;">Redacted Under Section 43, Comm</span></td> </tr> <tr> <td data-bbox="309 1160 528 1256"><b>Date:</b></td> <td data-bbox="528 1160 1396 1256"><b>28-Jul-21</b></td> </tr> <tr> <td data-bbox="309 1256 528 1464"><b>Description Of Authorised Processing</b></td> <td data-bbox="528 1256 1396 1464"><b>Details</b></td> </tr> <tr> <td data-bbox="309 1464 528 1682">Identity of the Controller and Processor</td> <td data-bbox="528 1464 1396 1682">The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td data-bbox="309 1682 528 1843">Use of Personal Data</td> <td data-bbox="528 1682 1396 1843">Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td> </tr> </table>	<b>Contract Reference:</b>	<span style="background-color: black; color: black;">Redacted Under Section 43, Comm</span>	<b>Date:</b>	<b>28-Jul-21</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.
<b>Contract Reference:</b>	<span style="background-color: black; color: black;">Redacted Under Section 43, Comm</span>										
<b>Date:</b>	<b>28-Jul-21</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 Names Job Title
	Categories of Data Subject	Civil Servants and Contractors
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>	
	Call Off Schedule 15	
	Not Applicable	

## Appendix A: Jacobs Proposal, dated 19<sup>th</sup> July 2021

Redacted Under Section 43, Commercial Interests



Note – see Annex A for full proposal attached in.

## **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:**

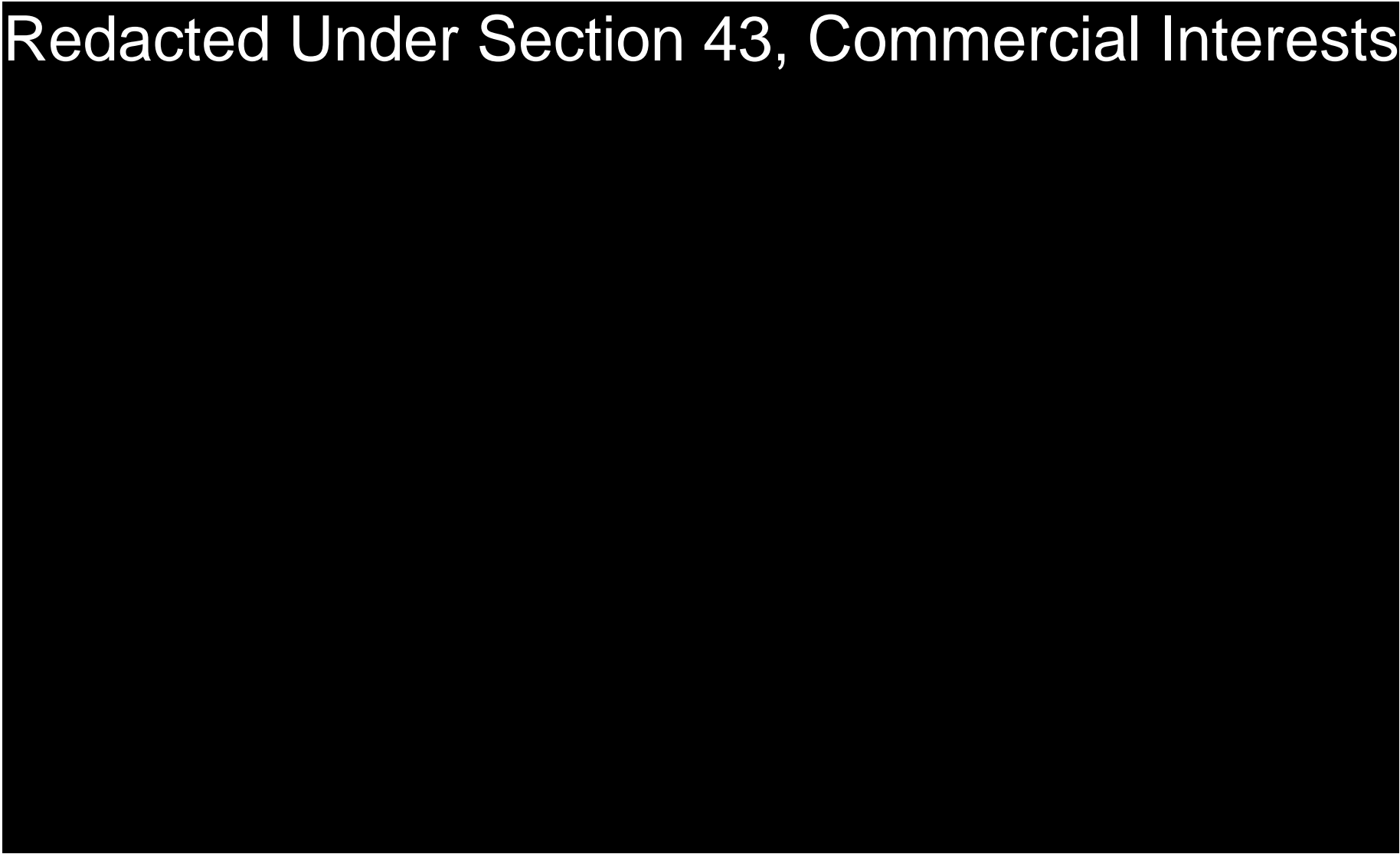
Name and Title	<div>Redacted Under Section 40(2), Personal Information</div> Director of Sales
Signature	<div>Redacted Under Section 40(2), Personal Information</div>
Date	29/07/2021

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

Name and Title	<div>Redacted Under Section 40(2), Personal Information</div> Director, VTF
Signature	<div>Redacted Under Section 40(2), Personal Information</div>
Date	10/08/21

Annex – Jacobs Proposal:

# Redacted Under Section 43, Commercial Interests





# Redacted Under Section 43, Commercial Interests



Redacted Under Section 43, Commercial Interests



Redacted Under Section 43, Commercial Interests



Redacted Under Section 43, Commercial Interests



Redacted Under Section 43, Commercial Interests

