

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

VTF Global Vaccine Market Analysis

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 **MCF2 – Lot 4** 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	
From	The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom The Post Building 100 Museum Street London WC1A 1PB ("SUPPLIER")
Date	18/05/2021 ("DATE")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Service Commencement Date: 18/05/2021
1.2.	Expiry Date: End date of Initial Period: 7 weeks from service commencement Optional Extension Period: 2 weeks Minimum written notice by the Customer to the Supplier in respect of extension: 1 week

2. SERVICES

2.1 Services required:

The Supplier shall provide the Services:

A: Described in the Customer's - On-shoring Programme Market Analysis RFI requirements document Annex 1 dated 30/04/2021.

B: As set out in the Supplier's RFI document dated 05/05/2021 the Supplier shall perform the services tasks and responsibilities described in the project plan.

The Supplier is required to confirm, with evidence, that BPSS, or equivalent checks, have been completed for each member of the Supplier's core team.

If there is any discrepancy between the Customer's RFI requirement and the Supplier's response it should be noted that the Customer requirement will take precedence.

RFI Requirement**Annex 1****Consultancy Requirement**

At this stage the VTF is seeking to engage a consultancy for the completion of two specific objectives calling upon their own analysis coupled with that from the VTF, OLS and DIT;

1. To complete a global picture of the current landscape that identifies;
 - a. Expected industry growth over next 20 years broken down by therapeutic focus and application, deployed technology, and manufacturing trends.
 - b. Breakdown of global production capacity and forecasts of this by company type (i.e. CDMO, large manufacturer etc)
 - c. Manufacturing investments planned by the industry for Covid Vaccines over the next decade identified by organisation and geography, and for related biotherapeutic medicines including cross referencing to government investment regimes.
 - d. Investment models and incentives being used by organisations and/or governments to support growth including any case studies that the UK can learn from.
 - e. Where key elements of the supply/value chain reside to identify points of failure/resilience factors and opportunities that need to be considered

2. To articulate options and opportunities relevant to the UK based upon above analysis and interviews/ workshops with VTF team and involving DIT & OLS in particular. This should include:
 - a. A lessons learnt analysis in relation to the global vaccine market including issues and disruption experienced in this pandemic. The priority opportunities the UK could pursue in support of this into the depths of the supply chain.

	<p>b. Funding routes and approaches to be considered for the priority opportunities (grants, loans, supply contracts, tax incentives etc), including existing mechanisms that could be further leveraged.</p> <p>c. The selection criteria and assessment methodology to use to ensure each opportunity is contributing to creating that balanced ecosystem.</p> <p>d. Estimated scope and quantum of any investment that could be required by HMG.</p> <p>The VTF is looking for insight across the vaccine and biotherapeutics value chain which includes;</p> <ol style="list-style-type: none"> 1. Discovery – including academia and other research 2. Development – preclinical and clinical 3. Trials and testing – clinical trials and other testing approaches 4. Manufacturing – production of biopharmaceutical products (including production of drug substance and fill finish capability) 5. Supply Chain – materials, services (including testing), supporting organisations 6. Delivery – equipment that enables easy deployment of vaccines (excluding normal clinical consumables) 7. Skills & Expertise – vaccine and biotherapeutic people capabilities <p>The above is not exhaustive and it is expected that any consultancy should bring their deep sector expertise to bear through the assignment to assist HMG with its decision-making process.</p> <p>Deliverables</p> <ol style="list-style-type: none"> 1. An interim report detailing the outcome of the landscaping exercise 2. A process and supporting materials to workshop option development and structure the opportunity selection (including selection criteria and weighting) 3. A second interim report (Milestone 1) detailing the outcomes of the option development and opportunities phase 4. A recommended forward process clearly identifying next steps and resources plan that HMG will need to progress with any chosen options/opportunities 5. A final report (Milestone 2) <p>Duration</p> <p>. The Supplier shall:</p> <ul style="list-style-type: none"> • Deliver and present the First Milestone to the Customer within 4 weeks of commencement of the Contract. • Deliver and present the Second Milestone to the Customer within 7 weeks of the commencement of the Contract.
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3. PROJECT PLAN

3.1.	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 650px; height: 180px;"></div>
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4. CONTRACT PERFORMANCE

4.1.	Standards: Compliance with the Government Commercial Function Supplier Code of Conduct. See: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf										
4.2	Service Levels/Service Credits: Not applied										
4.3	Critical Service Level Failure: Not applied										
4.4	Performance Monitoring: KPIs shall be finalised between the Supplier and the Customer within 1 week of service commencement to monitor the effectiveness and efficiency of the Supplier's service. Regular performance meetings shall be held with the Supplier. At these meetings, the Supplier shall provide reports as described below: <table><tr><th>No</th><th>Description</th><th>Measured by</th><th>Monitoring Frequency</th><th>Target</th></tr><tr><td>1</td><td>Resourcing</td><td><ul style="list-style-type: none">- Absence monitoring /consistency in resource provided- Quick response (24 hours) to request for additional resources- Utilising the right level of experience/ grade as agreed with Customer- Ensure all consultants of the Suppliers core team have appropriate levels of security</td><td>Weekly</td><td>98%</td></tr></table>	No	Description	Measured by	Monitoring Frequency	Target	1	Resourcing	<ul style="list-style-type: none">- Absence monitoring /consistency in resource provided- Quick response (24 hours) to request for additional resources- Utilising the right level of experience/ grade as agreed with Customer- Ensure all consultants of the Suppliers core team have appropriate levels of security	Weekly	98%
No	Description	Measured by	Monitoring Frequency	Target							
1	Resourcing	<ul style="list-style-type: none">- Absence monitoring /consistency in resource provided- Quick response (24 hours) to request for additional resources- Utilising the right level of experience/ grade as agreed with Customer- Ensure all consultants of the Suppliers core team have appropriate levels of security	Weekly	98%							

			clearance (min BPSS, or equivalent) as agreed with Customer (100% target)		
	2	Engagement with BEIS	<ul style="list-style-type: none"> - Bi-weekly Performance: meetings with the Contract Manager - Ad hoc meetings as requested by BEIS - Highlight and monitor risk associated with programme - Ensure an Exit plan is developed and kept up to date 	Weekly / ad-hoc	100%
	3	Project cost tracking	<ul style="list-style-type: none"> - Monitor service costs in line with agreed projects - Ensure invoices are submitted in 2 phases in accordance with contract 	Weekly	98%
	4	Cost avoidance savings	<ul style="list-style-type: none"> - Highlight any financial / non-financial savings or improvements realised as part of the contract 	Bi-weekly	N/A
	5	Modern Slavery and London Living Wage compliance	<ul style="list-style-type: none"> - Compliance statements to be provided within 5 days of the start of the contract 	7 weeks	100%
	6	Social Value Monitoring	<ul style="list-style-type: none"> - Implement social value contributions - TBC 	7 weeks	N/A
	7	Customer Service Feedback /Complaints handling	<ul style="list-style-type: none"> 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%
	<p>The Customer reserves the right (acting reasonably) 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: [REDACTED]</p>				
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>				

5. PERSONNEL

5.1	Key Personnel: BEIS: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Project Lead, Vaccines Taskforce PMO <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> Tel: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> Supplier: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> Partner <div style="background-color: black; width: 150px; height: 15px; margin-top: 5px;"></div>
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The total contract value shall be fixed at £540,400.00 excluding VAT (including expenses) as a fixed fee for the completion of the services. Payment terms are set out in 6.2 below. <div style="background-color: black; width: 100%; height: 15px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 2px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 2px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 2px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 2px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 2px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-top: 2px;"></div>
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): The Supplier will be required to submit invoices to the Customer upon agreed service completion of Milestones 1 and 2 as set out below. Milestone 1 – Approved by Customer - Second Interim Report - 4 weeks from commencement of services will warrant 50% fixed payment of £270,200.00 Excluding VAT Milestone 2 – Approved by Customer - Full Report – 7 weeks from the commencement of the Services will warrant the final 50% fixed Payment of £270,200.00 Excluding VAT Payment will be processed via BACS to the Supplier once the Customer has approved the relevant Milestone and is in receipt and agreement with the accompanying invoice.
6.3	Reimbursable Expenses: 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>All invoices should be sent to BEIS – Department for Business, Energy and Industrial Strategy C/O SBS, Queensway House, West Precinct, Billingham, TS23 2NF</p> <p>Invoices should be sent to: [REDACTED] as well as to : [REDACTED]</p>
6.5	<p>Call Off Contract Charges fixed for (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 including the extension period. In the event of extension, a further fixed fee may only be applied if the Customer requests a significant increase in the scope of the Services to be delivered, during the extension period, that the Supplier can demonstrate results in additional costs that the Customer authorises. Any such change in scope will be recorded in accordance with the contract variation process.</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	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £540,400.00</p>
7.2	<p>Supplier's limitation of Liability</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>In Clause 38.3 of the Call Off Terms</p> <p>In 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</p> <p>Public Liability Insurance: Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum</p> <p>Professional Indemnity Insurance: Not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum</p> <p>Insurance certificates to be provided within 35 days of contract award.</p>

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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): In Clause 42.7 of the Call Off Terms
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 Applied
9.2	Commercially Sensitive Information: Supplier RFI response, Supplier's rates / methodologies, Supplier Background, any Supplier personal data

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements AND BEIS Security Policy
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
10.6	Business Continuity & Disaster Recovery: Not applied

10.7	NOT USED
10.8	Protection of Customer Data: Clause 35.2.3 of the Call Off Terms- Not applicable
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET Email: [REDACTED] Supplier's postal address and email address: Key contact details: [REDACTED] Job Title: Partner E-Mail: [REDACTED] Telephone number: [REDACTED] Address: The Post Building 100 Museum Street London WC1A 1PB
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: The Parties agree and acknowledge that it is not necessary for the Supplier to receive or gain access to any Personal Data from the Customer in relation to this Call-Off Contract. The Customer will inform the Supplier explicitly and seek its prior written consent if it wishes to supply any Personal Data to the Supplier and in which case the Parties will agree suitable Personal Data protection clauses to ensure the integrity and confidentiality of the Personal Data obtained pursuant to this Call-Off Contract. The Customer acknowledges and agrees that the situation around COVID-19 is highly dynamic, evolving rapidly, subject to significant uncertainty, a lack of reliable information and other events completely beyond the parties' control. The Supplier cannot and will not give medical, regulatory, public health, policy or legal advice. The Customer must consider this context and secure appropriate legal, medical and other relevant advice prior to making any decisions in connection with the services. Customer is responsible for and makes its own decisions. The parties acknowledge the Supplier's services and being provided on an expedited basis and McKinsey can not guarantee results. The Customer will review and approve or concur in the Supplier's work, including its methodologies and approaches and the Deliverables, in carrying out the services.

	<p>The Customer will own all reports and other deliverables prepared for and furnished to the Customer by the Supplier in connection with the Services (the “Deliverables”), save that the Supplier retains ownership of [REDACTED] [REDACTED] [REDACTED] (the “Supplier Tools”), it being understood that none of the Supplier Tools will contain the Customer’s Confidential Information. To the extent the Deliverables include any embedded Supplier Tools, the Supplier hereby grants the Customer a non-exclusive, non-transferable, non-sublicenseable, worldwide, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables. The Customer agrees that, without McKinsey's prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any McKinsey Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any McKinsey Tool or Deliverable.</p>
10.12	<p>Call Off Tender: Not Applicable</p>
10.13	<p>Publicity and Branding In Clause 36.3.2 of the Call Off Terms The Supplier requires official written permission from the Department for the use departmental branding or publication.</p>
10.14	<p>Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
10.15	<p>Processing Data Call Off Schedule 17 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: dataprotection@beis.gov.uk BEIS Data Protection Officer—[REDACTED] The contact details of the Suppliers Data Protection Officer is: [REDACTED], European Data Protection Officer privacy@mckinsey.com</p>

Contract Reference:	TRN 1 5071/05/2021
Date:	14/05/2021
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.
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	<i>Contract Obligation</i>
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

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.


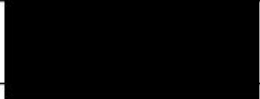
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	 Partner
Signature	
Date	18 th May 2021

For and on behalf of the Customer:

Name and Title	 Programme Director
Signature	
Date	18th May 2021