



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

VTF

Project & Commercial Resource Management

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FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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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 Lot 5 Health & Community** dated 4th 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	5008/04/2021
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.	Service Commencement Date: 12 May 2021
	Expiry Date: End date of Initial Period 11 November 2021 End date of Extension Period 11 May 2022 Minimum written notice to Supplier in respect of extension: thirty (30) Working Days

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) The VTF is a joint unit between BEIS and the Department of Health and Social Care (DHSC). The VTF was set up to drive forward the development and production of a coronavirus vaccine as quickly as possible, bringing together government, academia and industry. The Taskforce was asked to deliver 3 objectives: <ul style="list-style-type: none">• Secure access to promising vaccine/s for the UK population
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	<ul style="list-style-type: none"> • Make provision for international distribution of vaccines • Support industrial strategy by establishing a long-term vaccine strategy plan to prepare the UK for future pandemics <p>The VTF team consisting of a mix of civil servants, military, external secondees from industry, and contractors. This is to make sure that the Taskforce has access to the deep, specialist expertise in vaccine preclinical and clinical development, regulatory issues, manufacturing and project management necessary to deliver its objectives.</p> <p>To find out more about the overall work of the department, please visit the BEIS website at https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy.</p> <p>THE REQUIREMENT</p> <p>The requirement is for a supplier to provide the VTF team with project management resources as well as commercial resources for the VTF, BEIS and DHSC. The successful supplier must be able to:</p> <ul style="list-style-type: none"> • Demonstrate pharmaceutical industry background/knowledge or parallel industry expertise • Demonstrate proven expertise: <ul style="list-style-type: none"> ○ in flexible project management ○ in commercial Procurement and contract management, commercial policy and commercial assurance in a Public Sector environment <p>The aim of the contract is to provide BEIS, the VTF and DHSC with a contract which includes a mix of project delivery roles as well as a mix of commercial roles.</p> <p>Outputs</p> <p>Project Management</p> <ul style="list-style-type: none"> • Flexibility – so that the supplier can supply specific capability primarily for short, timebound pieces of work but with the potential for pieces of work that last the duration of the contract. • Ability to integrate and work effectively with teams of different backgrounds and experiences, from within the civil service. • Ability to bring and sell project discipline to those in the wider programme without project methodology and Project Management Office experience or interest. • The ability to provide a range of levels of project managers as required – including senior/exec level managers able to lead significant projects themselves as well as project support officer level roles as part of larger teams. • Ability to bring innovation to the programme – developing improvements to the way projects and programmes are controlled and managed (for example, streamlining, improving content, automation, system and template improvements etc. • Training and upskilling of existing civil servant staff as required, e.g. training and upskilling staff to be able to carry on the activities conducted under this contract after it concludes.
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	<ul style="list-style-type: none"> • To be able to bring innovation into the way that project and programme management is conducted in the organisation (for example by recommending streamlining or automating tasks and activities) • 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>Purposes:</p> <ul style="list-style-type: none"> • To take on and lead projects in their own right • To provide supporting staff to existing projects, either on a short term basis or for a longer period of time in response to need • 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. • 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) • To be able to facilitate ad hoc workshops as required, such as readiness reviews, and cross programme workshops security requirements • To conduct feasibility studies as required <p>This is not an exhaustive list but it gives an indication of the nature of the work required.</p> <p>Commercial Resource:</p> <ul style="list-style-type: none"> • The flexibility and ability to provide staff on short notice to cover any commercial surge capacity and cover any open commercial roles. This includes but is not limited to staff covering contract management, procurements, commercial assurance and commercial policy activities. This requirement is for a range of commercial resource as a managed service to be used by the VTF, BEIS and DHSC. • Required is the ability to provide a range of levels of general consultants who can cover commercial managers and contract managers in a range of roles and seniority as required. For example, Government Commercial professional standards and capability, from Higher Executive Officer, contract managers to Deputy Director, Senior Commercial Associates. If required, there should be consultants with business analysis and data analysis skills. • Ability to integrate and work effectively with teams of different backgrounds and experiences, from within the civil service. • To add value to departmental objectives, innovation and social value to the commercial function. • To provide knowledge and application to public commercial policy, procurement legislation and commercial expertise and assurance. For example, PCR 2015 application and guidance. Desirable - Experience with pharmaceutical or vaccine contracts.
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PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) Not required, however there is a requirement for a transition plan to allow for continuity of the PMO and Commercial function provided by the supplier that must be delivered to [REDACTED] four (4) weeks before the end of this agreement.
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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 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:				
	No	Description	Measured by	Monitoring Frequency	Target
	1	Resourcing	<ul style="list-style-type: none">- Absence monitoring /consistency in resource provided- Quick response (72 hours) to request for additional resources- Utilising the right level of experience/ grade as agreed with Customer- Ensure all consultants have appropriate levels of SC as agreed with Customer (100% target)	Monthly	98%
	2	Engagement with BEIS	<ul style="list-style-type: none">- Monthly Performance: meetings with the Contract Manger- 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	Monthly / 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 accordance with contract	Monthly	98%



	4	Cost avoidance savings	- Highlight any financial / non-financial savings or improvements realised as part of the contract	Quarterly	98%
	5	Modern Slavery and London Living Wage compliance	- Compliance statements to be provided within 15 days of the start of the contract	Yearly	100%
	6	Social Value monitoring	- Implement social value contributions in line with the proposal stated in the ITT Response Document- Appendix G	Quarterly	100%
	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	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. Customer contact for management meetings:</p> <p>██</p>					
<p>4.5 Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms</p>					

PERSONNEL

5.1	<p>Key Personnel:</p> <p>██████████ – Member of PA's Management Group</p> <p>██</p> <p>██████████ – Commercial Manager</p> <p>██</p>				
	<p>5.2 Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied</p>				

PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
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	<p>The total contract value shall not exceed £2,000,000 ex VAT (for 6 months). Volumes/ values are not guaranteed. All charges are to be in alignment with the Appendix E Price Schedule below:</p> 
6.2	<p>Payment terms/profile (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 Customer is in receipt of a signed timesheet and an accompanying invoice.</p>
6.3	<p>Reimbursable Expenses:</p> <p>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 BEIS Expenses Policy on travel and subsistence (available upon request).</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>1 Victoria Street, London, SW1H 0ET or</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>The full duration of the contract.</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	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
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LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £2,000,000 excluding VAT For the avoidance of doubt, call off volumes/ values are not guaranteed.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): Employer's (Compulsory) Liability Insurance: 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 (30) days of contract award.

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 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)

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: <ul style="list-style-type: none"> • Identity of professional staff and skills experience – Identity of professional staff and skills experience • Fee rates 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

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 1st April 2021 Recital D - date of receipt of Call Off Tender: 19th April 2021
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 to be provided by the customer before the commencement date
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: The Supplier shall provide a copy of their business continuity plan within thirty (30) days of contract award.
10.7	NOT USED
10.8	Protection of Customer Data: 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

	<p>London SW1H 0ET</p> <p>Supplier's postal address and email address: PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN</p>										
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>										
10.11	<p>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):</p> <p>Not applicable</p>										
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 16</p> <p>Also see Appendix 1 of this document</p>										
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>In Clause 36.3.2 of the Call Off Terms</p>										
10.14	<p>Staff Transfer</p> <p>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>										
10.15	<p>Processing Data</p> <ol style="list-style-type: none"> 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] The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule. <table border="1"> <tr> <td>Contract Reference:</td><td>5008/04/2021</td></tr> <tr> <td>Date:</td><td>12/05/2021</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> <tr> <td>Identity of the Controller and Processor</td><td>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>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td></tr> </table>	Contract Reference:	5008/04/2021	Date:	12/05/2021	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.
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	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



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	
Signature	
Date	12 th May 2021

For and on behalf of the Customer:

Name and Title	
Signature	
Date	