

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4
SUPPLY CHAIN RISK MANAGEMENT 2
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 **Procurement, Supply Chain And Commercial Consultancy Services** dated 4th 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	Efficio Limited, 3 Regent Street, London SW1Y 4NE ("SUPPLIER")
Date	13th May 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Mobilisation Period: 4th May 2021 - 12th May 2021 This period will allow for the mobilisation of the new supplier. During the Mobilisation Period, the incumbent supplier shall retain full responsibility for all existing services until the Service Commencement Date. Service Commencement Date: 13th May 2021
1.2.	Expiry Date: Initial Term End date: 12th November 2021 Total term 6+6 months. Optional Extension End Date: 11th May 2022. Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1	Services required: BEIS requires the services of a suitably qualified and experienced consultancy firm to provide the Vaccines Task Force with leadership and resources to manage risks associated with the Covid-19 vaccine supply chain to ensure the safe delivery of vaccines and enabling projects. The supply chain involves the production of vaccines and associated materials across multiple sites, and the freight and storage of those materials across Europe and the UK. The successful supplier shall demonstrate an ability to: • Provide the VTF Team with resources who can manage the VTF supply chain to ensure and assure the safe delivery of vaccines and enabling projects • Provide the VTF Team with a resource(s) who can provide support in the following areas: ○ Supply Chain Risk - identification and management ○ Supply Chain Modelling ○ Cross government department interfaces Outputs Supply Chain Risk 1. To map the supply chain, establish key nodes, perform network analysis to identify single points of failure, potential delay, cost or quality concerns 2. To work at a detailed level with each VTF project to identify the key elements of the supply chain and potential risks 3. Identify the key risks and vulnerabilities across the end to end supply chain for vaccines and enabling projects, including the key suppliers and establish mitigations across the different stakeholders including suppliers, industry experts and experts from our security teams 4. To proactively assess the supply chain to identify opportunities to mitigate future potential supply challenges 5. Work with Project Managers and other functions within the VTF programme and OGDs to determine and document mitigations and prioritisation of risk mitigation activities 6. Liaise with the VTF Security team to identify and manage physical, cyber and process risks and mitigations 7. Incorporate and update on Risks and Mitigations on the BEIS reporting system as appropriate 8. To identify, prioritise and manage risks across our supply chain reporting into the VTF Deputy Director Programmes. 9. Produce and present reports on supply chain risk to board level and the relevant steering groups. Supply Chain Modelling
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	1. Working with multiple stakeholders including Strategy, Delivery and Supply Chain Planning to create and run flexible and responsive models for a wide range of scenarios including; cohort/2nd dose/expiry dates 2. Model supply chain flows, analyse bottlenecks to ensure that the uncertainties and variations within the flow are understood, mitigations are planned and we increase confidence in operational delivery 3. Experience in modelling with Visual Basic for Application (VBA) and creating/working with sophisticated excel models using VBA is required. 4. Models may be required at supplier, nation level or for a combination of scenarios 5. Proactively and regularly review and assess the available data to identify sensible scenarios for modelling. 6. Respond with speed and accuracy to all modelling requests Cross Government Department Interfaces 1. Produce and present reports on supply chain to other government departments 2. Manage relationships across Whitehall with an interest in vaccine supply chains 3. Manage inputs to commissions and other requests for information within required timelines and in line with information sharing guidelines The successful supplier will provide resources who can: • Demonstrate pharmaceutical industry background/knowledge or parallel industry expertise • Demonstrate supply chain management capability and experience in fast paced operational environments • Demonstrate a track record of operational risk management of complex supply chains, launching multiple products at a fast pace • Able to provide team members who are proactive, hands-on and focused on outputs and deliverables
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3. PROJECT PLAN

3.1.	Project Plan: Not required, however there is a requirement for a transition plan to allow for continuity of the PMO function provided by the supplier that must be delivered to the VTF four (4) weeks before the end of this agreement.
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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 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: <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> - 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) </td><td>Monthly</td><td>98%</td></tr><tr><td>2</td><td>Engagement with BEIS</td><td> - 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 </td><td>Monthly / ad-hoc</td><td>100%</td></tr><tr><td>3</td><td>Project cost tracking</td><td> - Monitor service costs in line with agreed projects - Ensure invoices are submitted in accordance with contract </td><td>Monthly</td><td>98%</td></tr><tr><td>4</td><td>Cost avoidance savings</td><td> - Highlight any financial / non-financial savings or improvements realised as part of the contract </td><td>Quarterly</td><td>98%</td></tr><tr><td>5</td><td>Modern Slavery and London Living Wage compliance</td><td> - Compliance statements to be provided within 15 days of the start of the contract </td><td>Yearly</td><td>100%</td></tr><tr><td>6</td><td>Social Value Monitoring</td><td> - Implement social value contributions in line with the proposal stated in the ITT Response Document- Appendix G </td><td>Quarterly</td><td>100%</td></tr></table>	No	Description	Measured by	Monitoring Frequency	Target	1	Resourcing	- 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	- 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	- 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%
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	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%
	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 monthly 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]				
	4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms			

5. PERSONNEL

5.1	Key Personnel: BEIS: [REDACTED] Deputy Director, Vaccines Taskforce PMO [REDACTED] Efficio: [REDACTED] Public Sector Director [REDACTED]
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 not exceed £620,100 excluding VAT for the initial six months period. However, there is no commitment to spend up to the maximum value.
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	All costs to be in alignment with 6 - Price Schedule – Appendix E and the Supplier's proposal. 
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): The successful supplier will be required to submit a 4-weekly timesheet for all works undertaken. Payment will be processed via BACS once the contracting authority is in receipt of a signed timesheet and an accompanying invoice.
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): All invoices should be sent to BEIS – Department for Business, Energy and Industrial Strategy C/O SBS, Queensway House, West Precint, Billingham, TS23 2NF Invoices should be sent to: 
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call of Contract charges shall remain fixed and firm for the duration of the contract including the extension period.
6.6	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: 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:
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	The sum of £620,100 for the initial six months period.
7.2	Supplier's limitation of Liability In Clause 37.2.1 of the Call Off Terms
7.3	Insurance 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 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 5 days of contract award.

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's rates / methodologies

10. OTHER CALL OFF REQUIREMENTS

[illegible]

	In Clause 36.3.2 of the Call Off Terms																
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).																
10.15	Processing Data 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] 33 Regent Street, London SW1Y 4NE [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>4965/03/2021</td></tr> <tr> <td>Date:</td><td>13/05/2021</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 in independent control 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> <tr> <td>Duration of the processing</td><td>For the duration of the Framework Award plus 7 years.</td></tr> <tr> <td>Nature and purposes of the processing</td><td>Contractual obligations</td></tr> <tr> <td>Type of Personal Data</td><td>Full name Workplace address Workplace Phone Number Workplace email address Job title or role</td></tr> </table>	Contract Reference:	4965/03/2021	Date:	13/05/2021	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 in independent control 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 Job title or role
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	Categories of Data Subject	Civil Servants and Contractors	
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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	██████████, Vice President
Signature	
Date	30/4/2021

For and on behalf of the Customer:

Name and Title	██████████, Strategy Director of Vaccines Taskforce
Signature	
Date	30/4/2021