

Call Off Order Form for Management Consultancy Services

DWP Measuring Capacity to Deliver Change and to Absorb Change

To

Atkins Ltd.

From Customer

Department for Work and Pensions

Contract Reference: tbc

## **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 dated 4<sup>th</sup> September 2017 (as amended by Atkins and DWP on 2 August 2021 – RM6008 MCF2 Call off Contract **v1.1**).

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	To be confirmed post contract award
From	Department for Work and Pensions ("CUSTOMER")
То	Atkins Ltd. ("SUPPLIER")

### **SECTION B**

### **CALL OFF CONTRACT PERIOD**

1	.1.	Commencement Date: 2 <sup>nd</sup> August 2021
		Expiry Date:
		End date: 16 <sup>th</sup> November 2021

## **SERVICES**

2.1.	Services required:
	Please refer to Annex 1 Statement of Requirements and to Atkins proposal Annex 2

## **PROJECT PLAN**

3.1. Project Plan: In Call Off Schedule 4 (Project Plan)

The Supplier shall provide the Customer with a draft Project Plan for Approval within 15 Working Days from the Call Off Commencement Date

# **CONTRACT PERFORMANCE**

4.1.	Standards: In section 11 (Quality) of Annex 1 Statement of Requirements
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: In Section 14 Service Levels and Performance of Annex 1 Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause 40.2.1 (a) of the Call Off Terms

# **PERSONNEL**

5.1	Key Personnel:
5.2	Relevant Convictions (Clause 29.2 of the Call Off Terms): Applied

# **PAYMENT**

f	
6.1	Call Off Contract Charges Time and Materials (including any applicable discount(s), but excluding VAT): £129,500.00 (exc VAT)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):
	For the avoidance of doubt the contract will not exceed the value of £129,500 ex VAT. Payment terms will relate to section 16 of Annex 1 Statement of Requirement.
6.3	Reimbursable Expenses:
	Permitted.
	The base location is Caxton House, Tothill Street London SW1H 9NA. Expenses for any other location will be paid in line with the Authorities expenses policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
	SSCL Accounts Payable Team
	Room 6124 Tomlinson House
	Norcross
	Blackpool
	FY5 3TA
	APinvoices-DWP-U@sscl.gse.gov.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
	For the full term of the contract
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

# LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	
	£129,500.00 (exc VAT)	

7.2	Supplier's limitation of Liability (Clause 38.2.1 of the Call Off Terms);
	In Clause 38.2.1 of the Call Off Terms
7.3	Insurance (Clause 39.3 of the Call Off Terms):
	In Clause 39.3 of the Call of Terms

# **TERMINATION AND EXIT**

8.1	Termination on material Default (Clause 43.2.1 of the Call Off Terms): In Clause 43.2.1 of the Call Off Terms
8.2	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 43.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 44.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

# SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:  Not applied
9.2	Commercially Sensitive Information
	'All pricing information including daily rates, basis of estimate, costing templates, discounts and Price in the delivery of this Call-Off Contract.'

# 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: N/A
	Recital D - date of receipt of Call Off Tender: N/A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):
	Not required
10.3	Security:

	Short form security requirements
10.4	ICT Policy:
	Not applied
10.5	Testing:
	Not applied
10.6	Business Continuity & Disaster Recovery:
	Not applied
	Disaster Period:
	For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 36.2.3 of the Call Off Terms):
	In Clause 36.2.3 of the Call Off Terms
10.9	Notices (Clause 57.6 of the Call Off Terms):
	Customer's postal address and email address: Quarry House, Quarry Hill, Leeds, LS2 7UA
10.10	Transparency Reports
	In Call Off Schedule 13 (Transparency Reports)
10.11	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):  Not Applied
10.12	Call Off Tender:
	Direct Award CCS MCF2 RM6008
10.13	Direct Award CCS MCF2 RM6008  Publicity and Branding (Clause 37.3.2 of the Call Off Terms)
10.13	
10.13	Publicity and Branding (Clause 37.3.2 of the Call Off Terms)

10.15	Processing Data Call Off Schedule 17	
	Contract Reference:	
	Date:	2 <sup>nd</sup> August 2, 2021
100000	Description Of Authorised Processing	Details
	Identity of the Controller and Processor  Customer To be confirmed on contract award  Supplier: To be added at contract award	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	For the exchange of information between the parties to this contract

the processing	
Type of	Full name
Personal Data	Workplace address
	Workplace Phone Number
	Workplace email address
	Names
	Job Title
	Compensation
	Tenure Information Qualifications or certifications
	Nationality
4	Education & training history
1	Previous work history  Personal Interests
Western Committee of the Committee of th	References and referee details
	Driving license details
	National insurance number
	Bank statements
	Utility bills
	Job title or role
	Job application details
	Start date
	End date & reason for termination
	Contract type

		Compensation data
***************************************		Photographic facial Image
1444		Biometric data
777		Birth certificates
		IP address
11		Details of physical and psychological health or medical condition
		Next of kin & emergency contact details
		Record of absence, time tracking & annual leave
	Categories	Contractors
well-	of Data Subject	Service Providers
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Suppliers

#### 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	David Jaques
Signature	
Date	11/08/21

## For and on behalf of the Customer:

Name and Title	Claire Chisholm Commercial Lead DWP Corporate Services Professional Services.
Signature	
Date	11/8/2021

#### **ANNEX 1**

## STATEMENT OF REQUIREMENTS

The Department is seeking the development of an Early Warning System (hereafter "EWS) which can measure the capacity of DWP for change. This will allow the Department to:

- (i) More accurately assess the capacity of the service delivery organisation(s) to absorb a variety of different types of change at any given time;
- (ii) Improve planning for service delivery organisations;
- (iii) Provide a more accurate picture of the totality of change being delivered and enable future proofing across the change landscape; and,
- (iv) Focus the development / delivery resources it has across a range of enabling functions on priority changes, and consequently provide a greater chance of successful delivery.

It is expected that the business benefits will include: a greater proportion of projects / programmes delivered to time; improved quality of outcomes; an acceptable level of change landing in the organisation creating both greater adherence/compliance to the changes, and an improvement in the wellbeing of members of the service delivery organisation(s).

With the volume of change happening across the organisation, the Department is seeking a better picture of its change capacity within the organisation. With a better understanding of this capacity, leaders will be able to make evidence-based decisions on priorities and scheduling.

The Department wishes to develop capability through data visualisation of its change impacts on its front-line services and its capacity to deliver those changes through its enabling functions. Specifically, we are looking for a dashboard to be built using our preferred data visualisation tool (currently either Power BI or Qlikview) which will have the ability to provide insight on our capacity for change. This dashboard should be able to be maintained by the department and therefore sufficient knowledge transfer should be provided to run and iterate the dashboard in line with the evolving portfolio.