



Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

Provision of Consultancy Support to Assist with delivery of DWP Target Operating Model (TOM).

Contract Reference: Project ref_24286

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 **RM6008 Lot 4** Consultancy Support to assist with the Delivery of DWP Target Operating Model 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	Project _24286
From	Secretary of State Department for Work and Pensions, Caxton House, Tothill Street, London, SW1HQ 9NA ("CUSTOMER")
To	McKinsey & Company, Inc. United Kingdom The Post Building, 100 Museum Street London WC1A 1PB Company number FC012665 ("SUPPLIER")
Date	3rd September 2021.

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 03.09.21
1.2.	Expiry Date: End date of Initial Period: 6 weeks from commencement End date: 31.03.22

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) Please refer to Annex 1 Statement of Requirements Updated SOR attached
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3. 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 5 Working Days from the Call Off Commencement Date
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4. CONTRACT PERFORMANCE

4.1.	Standards: In section 11 (Quality) of Call Off Schedule Terms and Conditions
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: As outlined in Annex 1 Statement of Requirements.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer – REDACTED Supplier – REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT): £698,400.00</p> <p>The Call Off Contract Charges shall not exceed £698,400.00 fixed price excluding VAT.</p> <p>This Call-Off Contract, and the work carried out in relation to it, shall be deemed a Tier 1 contract (following the Crown Commercial Service’s Information Note 05/16 on “Open Book Contract Management” and the accompanying OBCM guidance) and accordingly the parties agree that the Customer’s audit and inspection rights under clauses 18.6.2, 18.6.3 and 18.6.8 of the Framework Agreement and clauses 22.2.2 (b), 22.2.2 (c) and 22.2.2(h) of the Call Off Contract shall not apply.</p> <p>For the avoidance of doubt, the Supplier will not keep accurate records of time spent per consultant grade and will not make them available for inspection or invoicing purposes.</p>
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>For the avoidance of doubt the contract will be fixed price and will not exceed the value of £698,400.00 ex VAT. Section 6 of Annex 1 Statement of Requirement covers relevant milestones for each stage.</p> <p>The fixed price for each stage will be as follows subject to satisfactory completion: REDACTED</p>
6.3	<p>Reimbursable Expenses:</p> <p>The base location is Caxton House, Tothill Street, London, SW1H 9DA – although we expect some activities will be conducted remotely depending on post Covid working arrangements.</p> <p>Expenses for any other location will be paid in line with the Authorities expenses policy.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>SSCL Accounts Payable Team Room 6124 Tomlinson House Norcross Blackpool FY5 3TA APinvoices-DWP-U@sscl.gse.gov.uk</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>For the full term 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	<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	Estimated Year 1 Call Off Contract Charges: The sum of £698,400.00 (exc VAT)
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): In clause 38.3 of the Call off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In clause 42.2 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: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: The Supplier's Call-Off Tender shall be deemed as commercially sensitive as well as the Supplier's personal data, Supplier Background IPR and any Supplier pricing breakdowns.

10. 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: 2nd August 2021 Recital D - date of receipt of Call Off Tender: 9th August 2021.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements

10.4	ICT Policy: 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 12 hours.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In clause 35.2.3 of the Call off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: REDACTED 1,Hartshead Square, Sheffield S1 2FD. Supplier’s postal address and email address: REDACTED McKinsey & Company, Inc. United Kingdom , The Post Building, 100 Museum St, 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 Authority will own all reports and other deliverables prepared for and furnished to the Authority by the Supplier in connection with the Services (the “Deliverables”), save that the Supplier retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the “Supplier Tools”), it being understood that none of the Supplier Tools will contain the Authority’s Confidential Information. To the extent the Deliverables include any embedded Supplier Tools, the Supplier hereby grants the Authority a non-exclusive, non-transferable, non-sublicenceable, worldwide, royalty-free license to use and copy the Supplier Tools solely as part of the Deliverables. The Authority agrees that, without Supplier’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Supplier Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any Supplier Tool or Deliverable. The Authority acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by The Authority), as well as upon The Authority’s proper use of the Deliverables.
10.12	Call Off Tender: Further details in Annex 2 Supplier Submission
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)

	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 Call Off Schedule 17 Authority Data Protection Officer: REDACTED Department for Work and Pensions Supplier's Data Protection Officer: Name: REDACTED

Contract Reference:		Project _24286
Date:		03/09/21
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 Call-Off Contract.
Use of Personal Data		Managing the obligations under the Call Off Contract, including exit management, and other associated activities.
Duration of the processing		For the duration of the Call Off Contract plus 7 years.
Nature and purposes of the processing		For the exchange of information between the parties to this contract.
Type of Personal Data		Not applicable.

Categories of Data Subject	Contractors 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	REDACTED
Signature	
Date	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	
Date	