

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Management Consultancy Framework 2 Agreement for the provision of business consultancy services 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	TBC	
From	Department for Work and Pensions. ("CUSTOMER" or "DWP")	REDACTED
To	("SUPPLIER" or "DELOITTE")	Deloitte LLP ("Deloitte") REDACTED
Date	("DATE")	1 June 2021

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date:	1 June 2021
1.2.	Expiry Date:	End date of Initial Period: 31 December 2021 End date of Extension Period: 31 December 2022 Minimum written notice to Supplier in respect of extension: 3 months.

2. SERVICES

<p>2.1</p>	<p>Services required:</p> <ul style="list-style-type: none"> In Call Off Schedule 2 (Services) 	<p>The DWP is engaging Deloitte to support the Kickstart Programme in:</p> <p>Data Quality Testing (to 31 August 2021) Deloitte will deploy a team to undertake regular data quality checks on the input data across the Kickstart applications to provide the programme visibility of the indicative accuracy of the MI produced. Outputs of the testing, outlining records with erroneous data, will be passed back to Kickstart operational teams for rectification. Data quality testing will take place through a combination of exception reporting on the whole data set to identify anomalous data, and sampling of records back to source to ensure accurate data capture. Deloitte will facilitate a handover process and provide relevant documentation to the appropriate DWP teams to continue execution of Data Quality Testing following 31 August 2021.</p> <p><i>Approach</i></p> <ul style="list-style-type: none"> Design exception reports and approach to sampling records Agree design with the Customer and pilot testing approach Implement and regular run of reports and sampling activity <p><i>Outputs</i></p> <ul style="list-style-type: none"> Outputs of regular quality tests and rectification requirements shared with programme <p>Command Centre Support (to 31 December 2021) Deloitte will provide resources to set-up and operate the Kickstart MI Command Centre. These resources will establish the MI and relevant qualitative information required as inputs into the Command Centre, design the outputs and determine the stakeholder involvement required from across the Kickstart Programme. As the MI requirements for the Command Centre mature, the Deloitte team will feed in these requirements into DWP colleagues building strategic dashboards.</p>
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		<p><i>Approach</i></p> <ul style="list-style-type: none"> • Gather requirements for command centre MI from programme stakeholders • Design the MI / Governance structure for command centre <p><i>Outputs</i></p> <ul style="list-style-type: none"> • Running of command centre with collation of data, orchestration and governance of meetings as appropriate <p>Operational Scenario Testing (to 31 August 2021)</p> <p>Deloitte will deploy resources to run stress testing scenarios outlining the demand on operational teams across 'back-office' and Job Centres for various scenarios, agreed with the Customer, and test the operational readiness of the Customer's teams to meet this demand. Based on the outcomes of the testing, potential initiatives will be presented back to the Kickstart programme on ways in which operations can better prepare / solve for the demand requirements.</p> <p>Deloitte will create and provide handover documentation to be shared with relevant DWP teams to continue with any additional scenario testing following 31 August 2021.</p> <p><i>Approach</i></p> <ul style="list-style-type: none"> • Develop scenarios to be tested and agree these with the Customer • Agree with Customer the operational teams utilised to test the scenarios • Execute testing of scenarios with operational teams • Review outputs across operational teams for best practice and high performing teams • Review and repeat process for additional scenarios as agreed with the Customer <p><i>Outputs</i></p> <ul style="list-style-type: none"> • Indicative readiness assessments across operations for different demand levels • Suggested initiatives to improve / increase operational performance
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		<p>Project Governance</p> <p>The Deloitte leadership team will meet with the appropriate senior leadership from DWP on a regular basis (cadence and attendance to be agreed between the parties) to discuss Programme progress and performance of the Deloitte team.</p>
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	<p>Assumptions</p> <p>The Supplier's performance of the Services, the timetable, the Charges including but not limited to any fee estimates are based on the assumptions set out in the Call Off Contract and the performance of DWP obligations under the Call Off Contract.</p> <p>This Call-Off Contract is true and accurate to the best of each Party's knowledge and belief and is based on the accuracy of the information supplied by the Customer and third parties on its behalf.</p> <p>The outputs of the quality testing will report on the findings of the tests executed and enable the Customer to make amendments as relevant, however as this testing will be sample-based, the Supplier cannot assure the accuracy of all the Customer data in relation to the Kickstart Programme.</p> <p>The Customer will retain ownership of all data associated with the Kickstart Programme and therefore will be responsible for updating any data in source systems. Should the Customer request Deloitte to update source systems, any updates will be agreed and approved by the appropriate Customer stakeholders prior to the Supplier's resources updating source systems.</p> <p>Customer will notify the Supplier before commencement of the Services of any policies, codes, guidance, procedures or Standards that the Supplier is required to comply with in connection with the Services.</p> <p>In order for both parties to have clarity under the Call Off Contract, all implied terms and warranties are excluded.</p> <p>Delays caused by circumstances outside the Supplier's control will be subject to the Variation Procedure and will not incur any penalty or loss to the Supplier. The Customer will promptly inform the Supplier of any circumstances or events which are likely to affect the provision of the Services within the anticipated timescales.</p> <p>The Supplier assumes that the project timeline is indicative only and will be subject to change. Any timetable will be dependent on the parties and any relevant third parties fulfilling their respective responsibilities.</p>
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		<p>DWP agrees that DWP remains solely responsible for all operational decisions in the context of the the scheme and managing all aspects of DWP's business. DWP will apply its own independent judgement to evaluate any advice or recommendations provided as part of the Services. DWP will be responsible for deciding whether the Supplier's recommendations make sense in the context of DWP's business and whether DWP wishes to rely on, implement and/or act on them, including taking any actions necessary to realise any expected benefits.</p> <p>Since the results of any analysis relate to the future, they may be affected by unforeseen events. Actual results may be different from those projected because events and circumstances frequently do not occur as expected, and those differences may be material. The realisation of the projected results shown in the analysis depend in part on the effectiveness of the Customer's management actions in the Customer's implementation and execution of the underlying plans. The Supplier has no responsibility to update any Deliverable and/or outputs for events occurring after delivery to DWP nor to monitor its continuing relevance or suitability for DWP's purposes.</p> <p>The Supplier assumes that DWP does not require the Project Specific IPR to be suitable for publication as Open Source or based on Open Standards.</p> <p>All enhancements and/or modifications to the Supplier's Background IPR will be retained by the Supplier and included in the definition of Supplier Background IPR.</p> <p>All Services will be carried out with reasonable care, skill and diligence in accordance with Good Industry Practice.</p> <p>In line with good industry practice, so that it is clear who the Supplier is providing support to, the Services will be performed for the Customer's sole benefit and should only be used for the purpose agreed between the Parties. Except as otherwise expressly agreed, no one other than the Customer may rely on any outputs provided by the Supplier and/or information derived from them and the Supplier accepts no responsibility to anyone else to</p>
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		<p>whom the outputs are shown or into whose hands they may come.</p> <p>The Supplier will not audit or verify any information provided to it, whether by the Customer or any third party. Whilst the Supplier may review spreadsheets or models provided to it by or on behalf of the Customer to facilitate understanding, it will not test them for robustness. Further, where the Supplier prepares its own spreadsheets, such spreadsheets will not be Deliverables but merely a tool to inform the support provided to the Customer.</p> <p>Should the Customer and the Supplier mutually agree that certain spreadsheets or models are Deliverables under the Call Off Contract, the Customer and the Supplier will agree a process for, and mutual responsibilities in relation to, testing, acceptance and handover of the spreadsheet or model and the Supplier may require the Customer to sign a model/spreadsheet release letter prior to delivery of the same.</p> <p>Covid-19 Assumptions</p> <p>Given the exceptional circumstances of Covid-19 and the requirement to be flexible and responsive in how the Supplier supports the Customer in dealing with the Covid-19 situation, the Parties will work together in good faith to manage the scope of the support provided by the Supplier, including any changes in the scope of such support. Any changes in scope will be pre-agreed in writing between the Supplier and the Customer through email correspondence or the variation process (whichever is most suited to the nature of the scope change and the circumstances and restrictions under which the support is being provided).</p> <p>The Parties acknowledge and accept the risk posed by the spread of Covid-19 and the associated impact this might have on the delivery of the Services. The Parties' personnel will comply with any restrictions or conditions imposed by their respective organisations on working practices as the threat of Covid-19 continues. The Parties accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including working remotely, restrictions on</p>
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		<p>travel to and from particular locations and the quarantining of individuals.</p> <p>Given the dynamic nature of the events unfolding in relation to Covid-19, the Customer will provide management decisions in a timely manner and arrange for a delegate for any period of absence.</p> <p>Dependencies</p> <p>Relevant stakeholders/leaders and suitably skilled staff of the Customer and other third parties will be available during the Call-Off Contract Period for regular meetings and engagement with the Supplier.</p> <p>Customer resources with the appropriate skills set and requisite availability will be used to support the delivery of the Services. These resources will appropriately represent the geographic, business unit and functional splits affected by the Services and/or Call-Off Contract where practicable.</p> <p>The Customer will ensure that all of the Customer's staff overseeing the Services will be suitably skilled and experienced and manage any third party suppliers engaged by the Customer and liaise with all other stakeholders as necessary. The Customer is responsible for directing, managing and supervising the Supplier Personnel, for determining that the scope and quality of the Supplier's Personnel's work is sufficient and appropriate for the Customer's needs and for oversight of all work performed by the Supplier Personnel.</p> <p>The Customer will provide access to appropriate technical personnel and all necessary documentation to assist the Supplier in providing the Services.</p> <p>The Supplier's work will be limited by the time available, scope of work and information available to it. As a result of these limitations, the Supplier may not identify all circumstances or information relevant to the Services or that the Customer may regard as relevant. Accordingly, the Supplier accepts no responsibility for the reliability of the information provided to it by the Customer or third parties to the extent it is inaccurate, incomplete or misleading, or for matters not covered by any outputs due to the</p>
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		<p>circumstances in which the Supplier's work is performed.</p> <p>The Customer will notify the Supplier promptly if any of the information or data that has been provided becomes inaccurate or if any requirements change or if the Customer become aware of any conflict or ambiguity in respect of the agreed requirements or any circumstances or events which may impact the provision of the Services within the anticipated timescales. DWP will be responsible for its own compliance with the Data Protection Legislation.</p> <p>DWP will be solely responsible for obtaining any legal or regulatory approvals and/or consents relating to the Services.</p> <p>Where DWP requires the Supplier to use the products or services of a third party in connection with the Services or Deliverables, Supplier assumes (without validation) that the relevant products or services shall be suitable to enable the Services to meet DWP requirements and that DWP has obtained the necessary licences and consents.</p> <p>Deliverables</p> <p>In providing the Services, the Supplier expects to discuss ideas and to show DWP drafts of Deliverables which will be superseded by the final Deliverables. Therefore, in line with good industry practice, DWP will not rely on any drafts or oral comments or advice unless its content has been finalised and confirmed by the parties as a final Deliverable.</p> <p>In line with good industry practice, the Services will be performed for DWP's sole benefit and should only be used for the purpose described in the Call Off Contract. Except as otherwise expressly agreed, no one other than DWP may rely on the Deliverables and/or information derived from them and the Supplier accepts no responsibility to anyone else to whom the Deliverables are shown or into whose hands they may come.</p> <p>Amendment to Call-Off Terms</p> <p>A new clause shall be added at 37.1.3 of the Call Off Terms:</p> <p>The Supplier (including, if applicable, any of its Affiliates) accepts no liability to any third party in connection with the Services provided by the</p>
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		Supplier pursuant to this Call Off Contract. The Customer agrees to reimburse the Supplier (and, if applicable, any of its Affiliates) for any Losses that the Supplier incurs in connection with any claim by any third party (excluding any Subcontractors of the Supplier or the Supplier Personnel) in relation to the Services provided by the Supplier.
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3. PROJECT PLAN

3.1.	Project Plan: [In Call Off Schedule 4 (Project Plan)]				Not applicable		
	Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
	NA	NA	NA	NA	NA	NA	NA

4. CONTRACT PERFORMANCE

4.1.	Standards:	Services and deliverables will be provided in accordance with Good Industry Practice, with relevant quality reviews undertaken prior to hand-off of the Deliverables. Individuals within
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		the relevant expertise will undertake quality reviews of the Deliverables.
4.2	Service Levels/Service Credits:	Not applicable.
4.3	Critical Service Level Failure:	Not applicable.
4.4	Performance Monitoring:	Not applicable.
4.5	Period for providing Rectification Plan:	In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:	Not applicable
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	Not applicable

6. PAYMENT

6.1	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)	Grade	Estimated Days	Rate	Charges
		Partner	REDACTED	REDACTED	£54,600
		Managing Director	REDACTED	REDACTED	£145,600
		Managing Consultant – Data Quality Testing	REDACTED	REDACTED	£68,400
		Principal Consultant – Data Quality Testing	REDACTED	REDACTED	£81,000
		Senior Consultant – Data Quality Testing	REDACTED	REDACTED	£58,800
		Senior Manager – Command Centre and Scenario Testing	REDACTED	REDACTED	£239,400
		Principal Consultant – Command Centre	REDACTED	REDACTED	£113,400
		Senior Consultant – Command Centre	REDACTED	REDACTED	£123,480
		Junior Consultant – Command Centre	REDACTED	REDACTED	£94,500

		Principal Consultant – Scenario Testing	REDACTED	REDACTED	£81,000
		Senior Consultant – Scenario Testing	REDACTED	REDACTED	£58,800
		Total			£991,580
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	Deloitte will invoice the Customer on a monthly basis, with payment due in 30 days of receipt of the invoice. Method of payment: BACS			
6.3	Reimbursable Expenses:	Permitted			
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Deloitte LLP 1 New Street Square London EC4A 3HQ			
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Not applicable			
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)):	Not applicable			

	Invoicing)) will be carried out on:	
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 applicable

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	£991,580 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);	125% of estimated Call Off Contact Charges as per Clause 37.2.1 of the Call Off terms)
7.3	Insurance (Clause 38.3 of the Call Off Terms):	As per 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)):	As per 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):	As per Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit:	As per 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 applicable]	[Not applicable]
9.2	Commercially Sensitive Information:	The Supplier considers any information relating to: personal information (CV's, contact details etc.); the Supplier's pricing; details of the Supplier's cost base or insurance arrangements; the Supplier's proprietary information as well as the Supplier's approach

		and/or methodologies to be commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). DWP will notify the Supplier if it receives a request to disclose such information prior to making any disclosure, so that the parties can consult with each other about the applicability of the FOIA exemptions. In addition, the parties note that the Government's Transparency Agenda may require the publication of all tender documents and Government contracts. In accordance with guidance issued by GPS and the Code of Practice for FOIA, Customer will consult with the Supplier regarding the redaction (as envisaged in the GPS guidance and Code of Practice) of certain parts of the Call-Off Contract, including but not limited to those areas identified above.
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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 (paragraphs 1 to 5 of Schedule 7 (Security)).
10.4	ICT Policy:	Not applied
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):	As per 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: Professional Services, Quarry House Leeds LS2 7UA Professional.services@dwp.gov.uk Supplier's postal address and email address: REDACTED

		1 New Street Square London EC4A 3HQ REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	Not applicable
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:	Not applicable
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)	Not applicable
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	Not applicable
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	Not applicable Nothing in the Call Off Contract will make the Supplier Personnel employees of DWP.
10.15	Processing Data	Call Off Schedule 17 Customer Data Protection Officer Supplier Data Protection Officer: REDACTED
Contract Reference:		TBC
Date:		1 June 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		
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title	
Categories of Data Subject		

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	REDACTED
Date	

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	