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Commercial  
Service

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**Call Off Order Form for Management Consultancy Services**

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Provision of Consultancy for Service Contracts Review – IR35

To

Deloitte LLP

From Customer

Department for Work and Pensions

Contact Reference: ecm\_9864

## **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 Consultancy for Service Contracts Review – IR35 dated 4<sup>th</sup> September 2017 (as amended by Deloitte and DWP on 5 Nov 2019 - RM375 MCF 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.

<b>Order Number</b>	ecm_9864
<b>From</b>	Department for Work and Pensions ("CUSTOMER")
<b>To</b>	Deloitte LLP ("SUPPLIER")

##### **SECTION B**

##### **CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 13 <sup>th</sup> November 2021
	<b>Expiry Date:</b> End date: 31 <sup>st</sup> March 2022

## SERVICES

<b>2.1.</b>	<p><b>Services required:</b></p> <p><u>Specialist Tax Advice and support</u></p> <p>DWP (and other Departments) need to improve controls over Service Contracts. We will also need to review existing and historic contracts to ensure these were correct and deal with any potential tax liability. DWP use 100s of Service contracts every year worth hundreds of £ms. This is a significant one-off exercise requiring specialist tax resource to support it that is not available in the Department or wider Tax CoE. Even with this support, resource will still need to be made available internally from tax, finance, commercial and business areas to support the review. Given the numbers of contracts and values concerned there could be a significant financial risk and we want to be in a robust position by the end of this financial year to ensure we can satisfy any NAO requirements for our annual report and accounts.</p> <p>Areas of work required:</p> <p>Review of Live Service contracts using assessment tool. Lead joint team of contractor and DWP; Tax; Commercial; and Business area reps. Covering; Contract – clauses; payment method; deliverables; performance/contract management; Operation – how operated on the ground; interaction with workers; direction of work, setting new work.; Analysis of Outcomes and stratification by risk.</p> <p>Advise on further development of processes and procedures to ensure robust controls are in place for service contracts. Work with the DWP Contingent Labour Improvement Project and its successor including; Development of guidance; Training Materials; Control framework; Governance processes.</p> <p>Advise and Assist on approach with HMRC and NAO including; Methodology for applying live contract review outcome to historic contracts; Areas of uncertainty in HMRC's likely approach to issues with Service Contracts and implications of review findings for "reasonable care" considerations; Potentially assist in discussions with HMRC and NAO.</p>
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## PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> N/A
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## CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>As above Services Required</p>
<b>4.2</b>	<b>Service Levels/Service Credits:</b>

	Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 40.2.1 (a) of the Call Off Terms

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <u>Customer</u> REDACTED  <u>Supplier</u> REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 29.2 of the Call Off Terms): Applied

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): £345,000.00 (exc VAT)
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): Via BACS For the avoidance of doubt the contract will not exceed the value of £345,000.00 ex VAT.
<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted.  The base location is Quarry House, Quarry Hill, Leeds, LS2 7UA. Expenses for any other location will be paid in line with the Authorities expenses policy.

<b>6.4</b>	<b>Customer billing address</b> SSCL Accounts Payable Team Room 6124 Tomlinson House Norcross Blackpool FY5 3TA <a href="mailto:APinvoices-DWP-U@sscl.gse.gov.uk">APinvoices-DWP-U@sscl.gse.gov.uk</a>
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the full term of the contract
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applicable
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Call Off Contract Charges:</b> £345,000.00 (exc VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 38.2.1 of the Call Off Terms); In Clause 38.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 39.3 of the Call Off Terms): In Clause 39.3 of the Call of Terms

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 43.2.1 of the Call Off Terms): In Clause 43.2.1 of the Call Off Terms
<b>8.2</b>	<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
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 44.1.1 of the Call Off Terms

<b>8.4</b>	<b>Exit Management:</b> Not applied
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## SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Not Applied

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 29 <sup>th</sup> October 2021 Recital D - date of receipt of Call Off Tender: 12 <sup>th</sup> November 2021
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not applied
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 36.2.3 of the Call Off Terms): In Clause 36.2.3 of the Call Off Terms

<b>10.9</b>	<b>Notices</b> (Clause 57.6 of the Call Off Terms): Customer's postal address and email address: Quarry House, Quarry Hill, Leeds, LS2 7UA <a href="mailto:professional.services@dwp.gov.uk">professional.services@dwp.gov.uk</a> Supplier's postal address and email address: Deloitte LLP, 2 New Street Square, London, EC4A 3BZ <a href="mailto:publicsectorbidteam@deloitte.co.uk">publicsectorbidteam@deloitte.co.uk</a>	
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports) – Not Applied	
<b>10.11</b>	<b>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):</b> Not Applied	
<b>10.12</b>	<b>Call Off Tender:</b> Not applied	
<b>10.13</b>	<b>Publicity and Branding (Clause 37.3.2 of the Call Off Terms)</b> In Clause 37.3.2 of the Call Off Terms	
<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17	
	<b>Contract Reference:</b>	ecm_9864
	<b>Date:</b>	13/01/22
	<b>Description Of Authorised Processing</b>	Details

	<p>Identity of the Controller and Processor</p> <p>Customer To be confirmed on contract award</p> <p>Supplier: To be added at contract award</p>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</p>
	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	For the exchange of information between the parties to this contract
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p>



		<p>Compensation</p> <p>Tenure Information Qualifications or certifications</p> <p>Nationality</p> <p>Education &amp; training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p>
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		Record of absence, time tracking & annual leave
	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	14 January 2022

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	
Date	11/2/2022