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**MOJ Discovery Phase Rostering Tool Call Off Order Form for Management Consultancy Services**

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12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

12/08/2013

**PART 1 – CALL OFF ORDER FORM**

**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **RM3745** dated 4th September 2017.

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** | **Con\_18499** |
| **From** | **Ministry of Justice** 102 Petty France, London, SW1H 9AJ**("CUSTOMER")** |
| **To** | **IBM UNITED KINGDOM LIMITED** 76, Upper Ground Lambeth, London, SE1 9PZ**("SUPPLIER")** |

**SECTION B**

**call off contract period**

|  |  |
| --- | --- |
|  | **Commencement Date**: 4th January 2021 |
|  | **Expiry Date**: 4th April 2021End date of Initial Period **4th April 2021**End date of Extension Period 4th May 2021Minimum written notice to Supplier in respect of extension: **2 weeks** |

**Services**

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| **2.1.**  | **Services required**: In Call Off Schedule 2 (Services)As described in the embedded Appendix B – Detailed Requirement**REDACTED** |

**PROJECT Plan**

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| **3.1.**  | **Project Plan**: **REDACTED** |
|

**contract performance**

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| --- | --- |
| **4.1.**  | **Standards**:As per detailed under 2.1 under “Services”.  |
| **4.2** | **Service Levels/Service Credits**:Not applied |
| **4.3** | **Critical Service Level Failure**:Not applied |
| **4.4** | **Performance Monitoring:** Not applied |
| **4.5** | **Period for providing Rectification Plan:** In Clause 39.2.1(a) of the Call Off Terms  |

**personnel**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  **IBM UNITED KINGDOM LIMITED****REDACTED****Ministry Of Justice – People Group****REDACTED****Ministry Of Justice – Digital****REDACTED****HMP** **REDACTED****NPS****REDACTED****HMCTS****REDACTED** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms): |

**PAYMENT**

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): As per Appendix E submitted by the supplier as the commercial bid response embedded below:**REDACTED** |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS): As per the process outlined in the business requirement embedded in 2.1. The supplier shall ensure that each invoice contains all appropriate references (e.g. WP001), which as a minimum must include service details and purchase order numbers. Failure to do so will result in the delay of payment. Invoices should be submitted within 15 days from the end of each Calendar month. Payment will only be made following satisfactory delivery of pre-agreed certified deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. |
| **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 must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: MOJ, SSCL, PO Box 769, Newport, NP20 9BB. You must be in receipt of a valid PO Number before submitting an invoice**.** |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):Fixed for the term of this agreement  |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:Not Permitted  |
| **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**

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| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of £285,127 (exc VAT) for the 3 month project |
| **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.The annual total liability for Buyer Data defaults will not exceed 125% of the Charges in 7.1 in default payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for all other defaults will not exceed 125% of the Charges in 7.1 in default payable by the Buyer to the Supplier during the Call-Off Contract Term.  |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms): |

**TERMINATION and exit**

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| --- | --- |
| **8.1** | **Termination on material Default** (Clause 42.2.1(c) of the Call Off Terms)):In Clause 42.2.1(c) of the Call Off Terms  |
| **8.2** | **Termination without cause notice period** (Clause 42.7.1 of the Call Off Terms):In Clause 42.7.1 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 |

**supplier information**

|  |  |
| --- | --- |
| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**Not Applicable |
| **9.2** | **Commercially Sensitive Information**:Not Applicable |

**OTHER CALL OFF REQUIREMENTS**

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| --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to E |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required |
| **10.3** | **Security**:Not applicable. All personnel should have BPSS levels of clearance |
| **10.4** | **ICT Policy:**Not applied |
| **10.5** | **Testing**: 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):**Not applicable**  |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address: **email address:** **REDACTED**Supplier’s postal address and email address: **Email address****REDACTED** |
| **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):**No alternative of additional services are required  |
| **10.12** | **Call Off Tender**:In Call Off Schedule 16  |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**In clause 36  |
| **10.14** | **Staff Transfer**Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). TUPE will not apply to this contract |
| **10.15** | **Processing Data**Call Off Schedule 17 |

**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.**

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| --- |
| **For and on behalf of the Supplier:** |
| **Name:** | **REDACTED** |
| **Title:** | **REDACTED** |
| **Signature:** | **REDACTED** |
| **Date:** | **REDACTED** |

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| **For and on behalf of the Customer:** |
| **Name:** | **REDACTED** |
| **Title:** | **REDACTED** |
| **Signature:** | **REDACTED** |
| **Date:** | **REDACTED** |