

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **4436**

THE BUYER: **Ministry of Justice**

BUYER ADDRESS 5 Wellington Place, Leeds, LS1 4AP

THE SUPPLIER: Davies Group Limited

SUPPLIER ADDRESS: Floor 7, 1 Minster Court, Mincing Lane
London
Greater London
EC3R 7AA
UNITED KINGDOM

REGISTRATION NUMBER: 06479822

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20th October 2020.

It's issued under the Framework Contract with the reference number [RM6020] for the provision of **Claims and Compensation HMPPS (RM6020)**

CALL-OFF LOT(S):
LOT 2

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6020**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **[RM6020 Call-Off reference number]**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off [Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law)
4. CCS Core Terms (version 3.0.7)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6020
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the
7. No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

[None]

CALL-OFF START DATE: **17th December 2020**

CALL-OFF EXPIRY DATE: **16th December 2023**

CALL-OFF INITIAL PERIOD: **3 years**

EXTENSION PERIOD: **Maximum of an additional two years
(1+1)**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **No more than [REDACTED] (excluding VAT)** estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- [Indexation]
- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Frequency: As agreed

Premiums/Fees: **To be paid via PO**

1. **Invoice: Supplier** – The Supplier shall provide an invoice every quarter, by the 7th of the first month of the next quarter, along with the Spreadsheet of Claims with accurate and complete data as per **Schedule 2 (statement of requirements)**

BUYER'S INVOICE ADDRESS:



BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

BUYER'S SECURITY POLICY



Ministry of Justice
Security Policy.doc

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

To be agreed

PROGRESS MEETING FREQUENCY

Monthly, to be agreed between supplier and contracting authority

KEY STAFF

Found in Call-Off Schedule 7

COMMERCIALLY SENSITIVE INFORMATION

Found in Joint Schedule 4

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Annex 1 – Joint Schedules

Attached separately

Annex 2 – Call-Off Schedules

Attached separately

Annex 3 – CCS Core Terms



RM6020-Core-Terms
-V1.0-1.pdf