

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	Con_22326
THE BUYER:	The Ministry of Justice
BUYER ADDRESS	102 Petty France, London SW1H 9AJ
THE SUPPLIER:	Baringa Partners LLP
SUPPLIER ADDRESS:	62 Buckingham Gate, London SW1E 6AJ
REGISTRATION NUMBER:	OC303471
DUNS NUMBER:	733291509

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd May 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services.

CALL-OFF LOT(S):

MCF3 - Lot 3 Complex Transformation

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- 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

- Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not 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

Where a Default can be remedied then the Buyer shall not terminate the Call Off Contract before giving the Supplier written notice to remedy and the Supplier having failed to remedy within 15 Working Days of such notice.

Draft Deliverables are not intended to be relied upon and any reliance shall be at Buyer's own risk and without liability to Supplier. Supplier accepts no liability for errors in Services and Deliverables provided in reliance upon Client's own provided materials and data. Baringa shall not be precluded from re-using the methodologies, know-how and skills acquired in the provision of Services.

In the Call Off Contract, "wilful misconduct" means conduct by a party who knows that it is committing, and intends to commit a contractual breach of the Call Off Contract and takes such actions to deliberately and maliciously commit such breach with the intention of causing harm but does not include any act or failure to act insofar as it (i) constitutes mere ordinary negligence; or (ii) was done or omitted in accordance with the express instructions or approval of the other party.

Call-off start date: **3rd May 2023**

Call-off expiry date: **28th June 2023**

Call-off initial period: **8 Weeks**

Call-off deliverables:

The Supplier shall provide the services and Deliverables specified in sections 3 and

5 in Call-Off Schedule 20 (Call-Off Specification)

Buyer shall enable Supplier's completion of the Deliverables by providing all reasonably requested documentation (including, but not limited to, existing programme plans, existing operational readiness documentation) and access to stakeholders.

Security

Short form security requirements apply. The Supplier shall not be required to produce a bespoke Security Management Plan.

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 are: £98,000 (ex VAT)

Call-off charges

Charges for the Services will be a Fixed Price of £98,000 plus VAT for the Deliverable/s as detailed in Sections 3, 5 and 8 Call-Off Schedule 20 Call Off Specification.

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:

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

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Payment in arrears by BACs (via invoice against a Purchase Order) or accrued based on work completed.

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Buyer's security policy

[REDACTED]

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Weekly

Progress meeting frequency

Twice a week

Key staff

[REDACTED]

Key subcontractor(s)

Not Applicable

Commercially sensitive information

[REDACTED]

Service credits

Not Applicable

Additional insurances

Not Applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

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)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

JOINT SCHEDULES

Joint Schedule 1 (Definitions)	[REDACTED]
Joint Schedule 2 (Variation Form)	[REDACTED]
Joint Schedule 3 (Insurance Requirements)	[REDACTED]
Joint Schedule 4 (Commercially Sensitive Information)	[REDACTED]
Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]

Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]

CALL-OFF SCHEDULES

Call-Off Schedule 7 (Key Supplier Staff)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification)	[REDACTED]