

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

HMPPS Facilities Management

con_17936

FRAMEWORK SCHEDULE 4

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 **MANAGEMENT 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	PO 21070433715
From	Ministry of Justice 102 Petty France, London, SW1H 9AJ ("CUSTOMER")
To	Mott MacDonald – Alison Mee 6th Floor, 32 Gallowgate, Newcastle upon Tyne, NE1 4SN ("SUPPLIER")
Date	4th February 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 4th February 2020
1.2.	Expiry Date: End date of Initial Period: 31st October 2020 End date of Extension Period: 31st January 2021 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services)</p> <p>The scope of this commission is to provide consultancy expertise to support the hmpps fm strategy such that it can either deliver services in-house or achieve the necessary milestones to have contracts awarded by august 2021 to allow for a suitable mobilisation period.</p> <p>A. Strategic outline business case (february 2020 to april 2020) – sobc approval expected april 2020)</p> <p>REDACTED</p> <p>B. Outline business case development (february 2020 to april 2020 - obc approval expected august 2020)</p> <p>REDACTED</p> <p>C. Contract structure (february 2020 to april 2020) Determine the optimum contract structure for the delivery of the hmpps fm service</p> <p>D. Service content (february 2020 to october 2020)</p> <p>REDACTED</p> <p>E. Service specifications and procurement (february 2020 to october 2020)</p> <p>Define the service specifications and performance measurements required for the hmpps fm service, building on the ccs fm framework if appropriate.</p> <p>REDACTED</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>Not Required</p>

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Strategic Outline Business Case (including approvals)		3 months	April 2020			
Outline Business case development and Approvals		6 months	July 2020			
Contract Structure		3 months	April 2020			
Service Content		9 months	October 2020			
Service Specifications and Procurement		9 months	October 2020			

4. CONTRACT PERFORMANCE

4.1.	Standards:		
	Key milestone deliverables as below.		
	Milestone	Duration	Milestone Date
	Strategic Outline Business Case (including approvals)	3 months	April 2020
	Outline Business case development and Approvals	6 months	July 2020
Contract Structure	3 months	April 2020	

	Service Content	9 months	October 2020	
	Service Specifications and Procurement	9 months	October 2020	
4.2	Service Levels/Service Credits: Not applied			<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied			<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied			<i>Not applicable.</i>
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms			

5. PERSONNEL

5.1	Key Personnel: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):

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) As per tendered price. Embedded below: REDACTED
6.2	Payment terms/profile In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

6.3	Reimbursable Expenses: Expenses will only be permitted for travel and subsistence away from the usual place of work if approved by the Authority in advance of travel and in line with MoJ policy
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: HMPPS, 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)): Prices fixed for the duration of the contract.
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)) will be carried out on: Not applicable due to length of contract
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: REDACTED
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); REDACTED
7.3	Insurance (Clause 38.3 of the Call Off Terms): No policies of insurance are stipulated in this call off order form

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 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 of the Call Off Terms): In Clause 42.7 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
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: The Supplier may be disclosing commercially sensitive information to the Customer such as copyrights, know-how, methodology or trade secrets contained in Supplier Background IPR. The Supplier is aware of the Customer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Customer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Customer and that the Customer consults with the Supplier over whether the statutory exemption applies to the information requested.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 13 December 2019 Recital D - date of receipt of Call Off Tender: 13 January 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED

10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>Data protection requirements set out in Clauses 35.1 (Security Requirements), 35.2 (Protection of Customer Data) and 35.5 (Protection of Personal Data)</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: REDACTED</p> <p>Supplier’s postal address and email address: MOTT MACDONALD, REDACTED</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender)</p> <p>REDACTED</p> <p>REDACTED</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). No Subcontractors to be used</p>
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>Data Protection Officer for Customer: REDACTED Data Protection Officer 102 Petty France Westminster London SW1H 9AJ Email: Data.compliance@justice.gov.uk</p> <p>Data Protection Officer for Supplier:</p>

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	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED