



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

Con_18821 – Digital & Technology Business Change Management Delivery Partner

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

CALL OFF TERMS



Appendix C -
RM3745 Call-off Term

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 **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_18821
From	Ministry of Justice 102 Petty France London SW1H 9AJ ("CUSTOMER")
To	CDW Limited One New Change London EC4M 9AF ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1st April 2021
	Expiry Date: End date of Initial Period 1st April 2023 End date of Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) The Parties hereby acknowledge that this Contract provides for the delivery of services (for which the Customer shall pay a Fixed Price for pre-agreed deliverables) and for resources (for which the Customer shall pay the appropriate Day Rates for the Supplier Personnel supplied).
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	 Appendix B - Statement of Requirer
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PROJECT PLAN

3.1.	Project Plan: Not applied
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CONTRACT PERFORMANCE

4.1.	Standards: As per Clause 11
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: As per Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: <u>Ministry of Justice</u> [REDACTED] <u>CDW Limited</u> [REDACTED]
5.1a	Supplier Personnel Clause 28.1.1 (a) is amended as follows: . (The Supplier shall) provide a list of the names of all Supplier Personnel who will be engaged in delivery of the Services specifying: • the role they will perform; • whether they will require admission to Customer Premises and specifying the capacity in which they require admission; • their engagement status (e.g: employed by the Supplier, engaged via an intermediary such as Personal Service Company, engaged as an independent sole trader or employed by another entity in Supplier's supply chain; • other particulars as the Customer may reasonably require including but not limited to information needed to assess whether any Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions) and/or legislation such as the Intermediaries Rules/IR35 Where resources are provided on a time and materials basis, MoJ require information to assess whether any Supplier Personnel fall within the scope of the Intermediaries/IR35 rules – and to comply with the changes being introduced in April 2021. If the Supplier is proposing to provide resources who are not their direct

	employees they will therefore need to provide information about the employment status of those individuals and take responsibility for ensuring that tax and NIC are deducted and paid to HMRC before fees are paid into the individual's PSC. Additional Provision Where the Customer determines that any Supplier Personnel is a Worker, the Supplier shall be responsible for ensuring that the provisions of Clause 24.5.1 (a) are complied with in relation to the Worker and the scope of the indemnity in Clause 24.5.1 (b) shall cover the Worker.
5.2	Relevant Convictions As per 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 Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

Fixed Rate Card for the duration of contract period				
Procurement Title: D&T Delivery Partner - Lot 2 Business Change Management				
Procurement reference: ITT_ 4968				
Supplier's Name: CDW				
Grade	Weighting %	Framework Rate (excl VAT)	Framework Rate (Inclusive VAT)	Rate offered for this contract (Inclusive VAT)
		Daily Rate	Daily Rate	Daily Rate
Partner / ManagingDirector	0		0	
Managing Consultant/Associate Director/ Director	0		0	
Principal Consultant	0		0	
Senior Consultant/Manager	0		0	
Consultant - Business Change Manager	100	[REDACTED]	[REDACTED]	[REDACTED]
Junior Consultant	0		0	

6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): As per Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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)): SSCL - Ministry of Justice PO Box 743 Newport Gwent NP10 8FZ
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the Initial Period and Extension Period unless agreed otherwise between the Parties in accordance with paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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 at: Six monthly intervals during the Call off Contract Period
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

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £1,800,000
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); As per Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): No specific Insurances are required

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):
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	As per 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): As per Clause 42.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: As per Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: As per Call Off Schedule 9 (Exit Management)

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: As defined in Call Off Schedule 1 (Definitions)

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: 8th January 2021 Recital D - date of receipt of Call Off Tender: 1st February 2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short Form security requirements as set out in paragraphs 1 to 5 of Schedule 7 (Security) and the Customer's Security Policy shall apply
10.4	ICT Policy: To be provided by the Customer before the Commencement Date [None]
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): As agreed during the term of the contract
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: CCMD Professional Services Category Team 1st floor, 5 Wellington Place, Leeds. LS1 4AP Email: [REDACTED]

	Supplier's postal address and email address: CDW Limited, One New Change, London, EC4M 9AF Email: [REDACTED]
10.10	Transparency Reports No Transparency Reports are required
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): Not used
10.12	Call Off Tender: In Call Off Schedule 16 [REDACTED] [REDACTED] [REDACTED] [REDACTED]
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) No additional requirements
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). [REDACTED]
10.15	Processing Data Call Off Schedule 17 Enter the name and contact details of the Customer Data Protection Officer: [REDACTED] Enter the name and contact details of the Supplier Data Protection Officer: [REDACTED]
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15

	Not used
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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:	
Title:	
Signature:	
Date:	

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