

**Call Off Order Form for Management Consultancy Services**  
**for**  
**Local Leadership and Integration Fund – Programme**  
**Delivery Support**  
**between**  
**Ministry of Justice**  
**AND**  
**Private Public Ltd.**

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## **FRAMEWORK SCHEDULE 4**

### **CALL OFF ORDER FORM**

## 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 Management Consultancy Service 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	<b>Con_19399</b>
From	<b>Secretary of State for Justice</b> <b>Address:</b> Ministry of Justice, 102 Petty France, London SW1P 9AJ  <b>("CUSTOMER")</b>
To	PPL 23 Jacob Street London SE1 2BG  <b>("SUPPLIER")</b>
Date	<b>23<sup>rd</sup> August 2021</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date: 23<sup>rd</sup> August 2021</b>
1.2.	<b>Expiry Date:</b>  End date of Initial Period: <b>22<sup>nd</sup> February 2022</b>  End date of Extension Period: <b>6 months</b>  Minimum written notice to Supplier in respect of extension: <b>2 weeks</b>

#### 2. SERVICES

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 (Services) As per embedded business requirements included in Appendix B of the tender. <b>[REDACTED]</b>
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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> As per included in embedded Business Requirements in 2.1.
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Deliverables as per bid submission. All future workpackages must be agreed in advance by both parties through formal variation to the contract (via a specific Statement of Work), in terms of costing and delivery time.
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>Private Public Ltd:</b> <b>[REDACTED]</b> , Head of Finance and Operations – re: contract  <b>Collaborate CIC:</b> <b>[REDACTED]</b> , Director of Finance and Operations – re: contract & finances <b>[REDACTED]</b> , Senior Head of Practice <b>[REDACTED]</b> , Associate
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	<p><b>[REDACTED]</b>, Project Manager &amp; Junior Research Consultant</p> <p><b>Ministry of Justice:</b>  <b>[REDACTED]</b>  <b>[REDACTED]</b></p>
<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p><b>Not Applied</b></p>

## 6. PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>As per embedded Appendix E of the tender submitted by the supplier.</p> <p><b>[REDACTED]</b></p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Newport SSCL – Ministry of Justice  PO Box 743  Newport  NP10 8FZ</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed:</b></p> <p><b>For the term of this contract.</b></p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p><b>Not Permitted</b></p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>Not Permitted</b></p>

## 7. LIABILITY AND INSURANCE

7.1	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £33,331
7.2	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);  Subject to Clause <b>Error! Reference source not found.</b> (Unlimited Liability), the Supplier's total aggregate liability in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed £49,996.50, which is 150% of the total contract value.
7.3	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):

## 8. TERMINATION AND EXIT

8.1	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms));  In Clause 42.2.1(c) of the Call Off Terms
8.2	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):  In Clause 42.7 of the Call Off Terms
8.3	<b>Undisputed Sums Limit:</b>  In Clause 43.1.1 of the Call Off Terms
8.4	<b>Exit Management:</b>  In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

9.1	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  <b>Not applied</b>
9.2	<b>Commercially Sensitive Information:</b>  <b>Not applied</b>

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: <b>16<sup>th</sup> July 2021</b>  Recital D - date of receipt of Call Off Tender: <b>30<sup>th</sup> July 2021</b>
10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b>  Not required
10.3	<b>Security:</b>

	Select short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>Customer's postal address and email address:</b> Ministry of Justice, 102 Petty France, London SW1P 9AJ <b>Supplier's postal address and email address:</b> PPL 23 Jacob Street, London. SE1 2BG
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> <b>Not used</b>
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b>
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> 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.

**For and on behalf of the Supplier:**

<b>Name:</b>	[REDACTED]
<b>Title:</b>	[REDACTED]
<b>Signature:</b>	[REDACTED]
<b>Date:</b>	[REDACTED]

**For and on behalf of the Customer:**

<b>Name:</b>	[REDACTED]
<b>Title:</b>	[REDACTED]
<b>Signature:</b>	[REDACTED]
<b>Date:</b>	[REDACTED]