

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

For

Digital Data and Technology Benefits Project

Between

Ministry of Justice

And

Frontier Economics

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	Con_19628
From	Secretary of State for Justice Address: Ministry of Justice, 102 Petty France, London SW1P 9AJ ("CUSTOMER")
To	Frontier Economics Address: Mid City Place 71 High Holborn London WC1V 6DA ("SUPPLIER")
Date	16th December 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: [25th October 2021]
1.2.	Expiry Date: End date of Initial Period: [25th February 2022] End date of Extension Period: [25th March 2022] Minimum written notice to Supplier in respect of extension: [2 weeks]

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) [REDACTED]
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3. PROJECT PLAN

3.1.	Project Plan: Not applied
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4. CONTRACT PERFORMANCE

4.1.	Standards: As per included in embedded Business Requirements in 2.1.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Deliverables as per bid submission.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Frontier Economics [REDACTED] Ministry of Justice [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): As per embedded Appendix E of the tender submitted by the supplier. [REDACTED]
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In 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)): Newport SSCL – Ministry of Justice PO Box 743 Newport NP10 8FZ
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Fixed for the term of this 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 Permitted
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: The sum of £94,600
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Subject to Clause Error! Reference source not found. (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 150% of the total contract value.
7.3	Insurance (Clause 38.3 of the Call Off Terms):

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

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: In Clause 35.4.6 (Transparency and Freedom of Information)

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: 14th July 2021 Recital D - date of receipt of Call Off Tender: 28th July 2021
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	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address:

	Customer's postal address and email address: Ministry of Justice, 102 Petty France, London SW1P 9AJ [REDACTED] Supplier's postal address and email address: Mid City Place, 71 High Holborn, London, WC1V 6DA [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applied
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) [REDACTED]
10.13	Publicity and Branding Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data 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:

Name:	[REDACTED]
Title:	[REDACTED]
Signature:	[REDACTED]
Date:	[REDACTED]

For and on behalf of the Customer:

Name:	[REDACTED]
Title:	[REDACTED]
Signature:	[REDACTED]
Date:	[REDACTED]