

**Crown Commercial Service**

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**Call Off Order Form for Management Consultancy Services**

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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 Framework Two (MCF2), Business Consultancy Services (Lot1) 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_18883</b>
From	<b>Secretary of State for Justice</b> <b>Address:</b> Ministry of Justice, 102 Petty France, London SW1P 9AJ  ("CUSTOMER")
To	<b>4C Associates LTD</b> <b>Address:</b> 5th Floor, Kings house, 174 Hammersmith Road, London W67JP  ("SUPPLIER")
Date	<b>26<sup>th</sup> March 2021</b>  ("DATE")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date: 26<sup>th</sup> March 2021</b>
1.2.	<b>Expiry Date:</b>  End date of Initial Period: <b>16<sup>th</sup> April 2021</b>  End date of Extension Period: <b>14<sup>th</sup> May 2021</b>  Minimum written notice to Supplier in respect of extension: 2 days

## 2. SERVICES

2.1.	<p><b>Services required:</b></p> <p>A Commercial Risk Framework for managing enterprise risk within the Commercial Function (CCMD) and recommendations in regard to managing 3<sup>rd</sup> party supplier risks and how they fit together. The framework must:</p> <ul style="list-style-type: none"><li>○ Align with wider commercial risk management approaches across MoJ</li><li>○ Consider processes that are currently in place</li><li>○ Bring in appropriate aspects of best practice from across Public and Private sector</li></ul> <p><b>The delivery will be broken into:</b></p> <ol style="list-style-type: none"><li>1. a Discovery phase conducted in the Initial Period</li><li>2. a Solution Design phase conducted in the Extension Period if required</li></ol> <p><b>[REDACTED]</b></p>
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## 3. PROJECT PLAN

3.1.	<p><b>Project Plan: Initial Period covers the Discovery phase</b> of the project plan. The Extension Period covers the Solution design phase of the project plan</p> <p><b>[REDACTED]</b></p>
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## 4. CONTRACT PERFORMANCE

4.1.	<p><b>Standards:</b></p> <p>Cyber Essentials Certificate and as per clause 2.1</p>
4.2	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
4.3	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
4.4	<p><b>Performance Monitoring:</b></p> <p>As per clause 2.1</p>
4.5	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

## 5. PERSONNEL

5.1	<p><b>Key Personnel:</b></p> <p><b>Supplier:</b></p>
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	<p><b>[REDACTED]</b></p> <p><b>Customer:</b></p> <p><b>[REDACTED]</b></p>
<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>None</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 Supplier's submission embedded in clause 2.1 under service requirements.</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</p> <p>PO Box 743</p> <p>Newport</p> <p>NP10 8FZ</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</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>Not Permitted</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>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>
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	<p>The sum of £61,000 payable in two separate installments. For the avoidance of doubt Customer is entitled to halt Services at the end of the Initial Period of this Call Off document.</p> <p><b>[REDACTED]</b></p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>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 150% of the total contract value</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p><b>[REDACTED]</b></p>


## 8. TERMINATION AND EXIT

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

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<p><b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b></p> <p><b>Not Applied</b></p>
<b>9.2</b>	<p><b>Commercially Sensitive Information:</b></p> <p>In Clause 35.4.6 (Transparency and Freedom of Information)</p>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> 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): Policy for contractor's on data security and it equipment  policy-for-contractor s-on-data-security-an
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): <b>Customer's postal address and email address:</b> 102 Petty France, Westminster, London SW1H 9AJ  <b>Supplier's postal address and email address:</b> Kings House, 5th Floor, 174 Hammersmith Rd, London W6 7JP
<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> Not Applied
<b>10.12</b>	<b>Call Off Tender:</b> <b>[REDACTED]</b>
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> No publicity

<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]