



Ministry
of Justice

**Call Off Order Form for Management Consultancy
Services RM6008**

Business Consultancy Services
con_17672

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 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	con_17672
From	Ministry of Justice Commercial & Contract Management Directorate Estates Team 1 st Floor 5 Wellington Place LEEDS LS1 4AP ("CUSTOMER") Lawrence Bunn ("CUSTOMER REPRESENTATIVE")
To	Arcadis LLP 34 York Way LONDON N1 9AB ("SUPPLIER") Amir Baharlou ("SUPPLIER REPRESENTATIVE")
Date	20th April 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 20th April 2020
1.2.	Expiry Date: End date of Initial Period: 19th January 2021 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services). Lot 1 Business Consultancy Services as and when called-off by the Customer, including: <ul style="list-style-type: none">• Business case development• Business review• Business policy/strategy review• Business sourcing• Change management• Value for money review• Forecasting, planning and development• HR• ICT• Programmes/initiatives• Sustainability• Risk and compliance
-----	---

3. PROJECT PLAN

3.1.	Project Plan: [In Call Off Schedule 4 (Project Plan)] A Project Plan shall be prepared by the Supplier for each Order made under this Call Off Contract.
------	--

4. CONTRACT PERFORMANCE

4.1.	Standards: In Call Off clause 11 and the definition of Standards in Call Off Schedule 1 (Definitions).
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: In clause 39.2.1(a) of the Call Off Terms.

5. PERSONNEL

5.1	Key Personnel: Not applied.
5.2	Relevant Convictions (clause 28.2 of the Call Off Terms): None.

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p style="text-align: center;">REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS</p>
6.2	<p>Payment terms/profile (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> <p>Invoices shall be submitted monthly in arrears and are payable in accordance with clause 7 of Call Off Schedule 3.</p>
6.3	<p>Reimbursable Expenses:</p> <p>In clauses 4 and 5 of Call Off Schedule 3.</p> <p>Permitted.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>All invoices must include a valid purchase order number (PO Number) and Contract reference, and be sent to: Newport SSCL, Ministry of Justice, PO Box 743, Newport, NP10 8FZ.</p> <p>The Supplier must be in receipt of a valid PO Number before submitting an invoice.</p>
6.5	<p>Call Off Contract Charges fixed for:</p> <p>The Call Off Contract Period set out in Section B Part 1.</p>
6.6	<p>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:</p> <p>Not applied.</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted.</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p>
-----	---

	The sum of £1,500,000.
7.2	Supplier's limitation of Liability In clause 37.2.1 of the Call Off Terms.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Insurance requirements are set out in the RM6008 Framework Agreement; Schedule 14 and Annex 1 Parts A, B and C.

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 Call Off Clauses 35.4.6 and 35.4.8 (Transparency and Freedom of Information).

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A.
-------------	--

10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Short form security requirements.
10.4	ICT Policy: Not applied.
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery).
10.7	NOT USED
10.8	Protection of Customer Data In Call Off clause 35.2.3.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ministry of Justice Commercial & Contract Management Directorate Estates Team 1 st Floor 5 Wellington Place LEEDS LS1 4AP MOJUtilities@justice.gov.uk Supplier's postal address and email address: Arcadis LLP 34 York Way LONDON N1 9AB
10.10	Transparency Reports Not applied.
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: None required.
10.12	Call Off Tender: Not applicable.

10.13	Publicity and Branding: Call Off clause 36.
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 of this 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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	