



**Ministry
of Justice**

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

**Business Consultancy Services
con_18902**

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_18902
From	Secretary of State for Justice 102 Petty France Westminster LONDON SW1H 9AJ ("CUSTOMER") REDACTED UNDER FOIA 40 PERSONAL INFORMATION ("CUSTOMER REPRESENTATIVE")
To	Arcadis LLP 34 York Way LONDON N1 9AB ("SUPPLIER") REDACTED UNDER FOIA 40 PERSONAL INFORMATION ("SUPPLIER REPRESENTATIVE")
Date	9th April 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 9th April 2021
1.2.	Expiry Date: End date of Initial Period: 8th April 2024 End date of Extension Period One: 8th April 2025 End date of Extension Period Two: 8th April 2026 Minimum written notice to Supplier in respect of extension: Three months

2. SERVICES

2.1.	<p>Services required:</p> <p>In Call Off Schedule 2 (Services).</p> <p>Lot 1 Business Consultancy Services as and when called-off by the Customer from the following four Service areas, as further described in the Customer Invitation To Tender document reference:</p> <p>Appendix B Statement of Requirements; Annex 1 In-scope Services</p> <ul style="list-style-type: none">• Business Case development• Change Management• Sustainability• Risk & Compliance
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3. PROJECT PLAN

3.1.	Project Plan: A Project Plan shall be prepared by the Supplier for each Order made under this Call Off Contract.
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Call Off clause 11 and the definition of Standards in Call Off Schedule 1 (Definitions). Cyber Essentials.
4.2	Service Levels/Service Credits: Not applied.
4.3	Critical Service Level Failure: Not applied.
4.4	Performance Monitoring: The Customer and Supplier shall by the end of the first quarter of the Call Off Contract Period (8 th July 2021) jointly agree the Key Performance Indicators (KPIs) that shall be used for measuring the Supplier's performance of the Call Off Contract, and the format and frequency for the Supplier's reporting of its performance against the KPIs.
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> <table border="1" data-bbox="303 324 1401 703"> <thead> <tr> <th data-bbox="303 324 1026 400">Consultant Role</th><th data-bbox="1026 324 1401 400">Rate per day (excl VAT) £</th></tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="303 400 1401 703"> REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS </td></tr> </tbody> </table>	Consultant Role	Rate per day (excl VAT) £	REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS	
Consultant Role	Rate per day (excl VAT) £				
REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS					
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). 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:</p> <p>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 (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Three Call Off Contract Years (the Initial Period) from the Call Off Commencement Date.</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>8th October and 8th April of each Call Off Contract Year during the Call off Contract Period.</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>Permitted.</p>				

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); 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. (i) Third Party Public and Products Liability with cover of not less than REDACTED REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS (ii) Professional Indemnity with cover of not less than REDACTED UNDER FOIA 43 REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS (iii) UK compulsory insurances as required under applicable law.

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: In Call Off Schedule 9 (Exit Management).

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: In Clauses 2, 31 and 32 of the Call Off Terms.
9.2	Commercially Sensitive Information: In line with Call Off Clauses 35.4.6, 35.4.7 and 35.4.8 (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: 1 st February 2021 Recital D - date of receipt of Call Off Tender: 26 th February 2021
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Long form security requirements. The Customer's Security Policy was made available to the Supplier in the Invitation To Tender documents. The current version can be accessed at: https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance
10.4	ICT Policy: The Customer's ICT Policy was made available to the Supplier in the Invitation To Tender documents. The current version can be accessed at: https://ministryofjustice.github.io/security-guidance/#cyber-and-technical-security-guidance
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 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: 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 REDACTED UNDER FOIA 40 PERSONAL INFORMATION
10.10	Transparency Reports In Call Off Schedule 13 (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: In Schedule 16 (Call Off Tender). REDACTED UNDER FOIA 43 COMMERCIAL INTERESTS
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36 of the Call Off Terms.
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). None.
10.15	Processing Data Call Off Schedule 17 Customer Data Protection Officer REDACTED UNDER FOIA 40 PERSONAL INFORMATION

	DPO@justice.gov.uk Supplier Data Protection Officer <div style="background-color: black; color: white; padding: 2px;"> REDACTED UNDER FOIA 40 PERSONAL INFORMATION </div>
10.16	MOD DEFCONs and DEFFORM Not applied.

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 and Title	REDACTED UNDER FOIA 40 PERSONAL INFORMATION
Signature	
Date	

For and on behalf of the Customer:

Name and Title	REDACTED UNDER FOIA 40 PERSONAL INFORMATION
Signature	
Date	