



Crown Commercial Service

Call-Off Order Form Schedule 6 for RM6126 Research and Insights DPS for the provision of Research Services

con_21002 Design102 Research Agency_Quantitative Research

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Applicable Framework Contract

This Order Form is for the provision of the Deliverables and dated **1st August 2022**.

CONTRACT REFERENCE:	con_21002
THE BUYER:	Hilary Cooper, Commercial Manager
BUYER ADDRESS:	Ministry of Justice, Commercial & Contract Management Directorate (CCMD), 1st floor, 5 Wellington Place, Leeds, LS1 4AP
THE CUSTOMER:	MOJ HQ, Design102
CUSTOMER ADDRESS:	Albany House, 94–98 Petty France, London SW1H 9EA
THE SUPPLIER:	CM Monitor (Britain Thinks) Ltd
SUPPLIER ADDRESS:	West Wing, Somerset House, London WC2R 1LA
COMPANY REGISTRATION NUMBER:	07291125
REGISTERED OFFICE ADDRESS	Metherell Gard, Morval, Looe, Cornwall, PL13 1PN
DUNS NUMBER:	216779966
SME Status (Small, Medium, Large)	Medium
ORDER START DATE:	01/08/2022
ORDER EXPIRY DATE:	31/07/2024
ORDER INITIAL PERIOD:	2 Years
ORDER EXTENSION PERIOD:	Possible 2 x 6 month extension periods (as determined by the Authority if needed)
FINAL POSSIBLE EXPIRY DATE:	31/07/2025

DELIVERABLES:	See details in Order Schedule 20 (Order Specification)
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CALL-OFF ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form (DPS Schedule 6) including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6126 Research & Insights DPS**
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126 Research & Insights DPS**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint-Schedule 6 (Key-Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for **RM6126 Research & Insights DPS**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 4 (Order Tender) Supplier Proposal
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 20 (Order Specification)

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

[REDACTED]

Order Schedule 14 (Service Levels)**Project management**

The successful Agency must have capacity to meet the requirements of this Contract and experience of delivering projects relevant to the areas covered by this Contract. The successful Agency must also have experience of managing multiple projects simultaneously and delivering on time and to budget.

It is essential that there are management arrangements in place to respond rapidly, if necessary, to changing policies, priorities and budgets and to reallocate resources accordingly. This includes:

- Effectively managing the demand expected through the Contract and maintaining oversight across work being delivered;
- Maintaining regular communication to ensure progress is reported effectively and any potential difficulties are raised in a timely fashion;
- Ensuring briefing provided on the department's campaigns, strategies and communications activities are handled in a sensitive and confidential manner;
- Ensuring accessibility requirements are met and research conducted with vulnerable audiences is conducted to the highest ethical standards;
- Ensuring any sub-contractors are managed effectively including ensuring clear roles and responsibilities;
- Providing a risk register and implementing processes to mitigate delivery risks and identify the severity and likelihood of risks;
- Implementing quality assurance processes and developing a quality assurance plan;
- Complying with the requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR);
- Implementing governance / contract management processes to ensure continuity and the quality of service is maintained over the lifetime of the Contract; and
- Delivering against the Key Performance Indicators

Performance Monitoring	<p>The Supplier will be expected to meet with the Authority in line with dates agreed between the Authority and Supplier at the inception meeting. These will be fortnightly update meetings, with weekly progress reports as required during active projects. This is subject to change as projects progress or should this be requested and approved with the Authority.</p> <p>Supplier performance and deliverables will be measured against the KPI's as set out in section 10 in the DPS Order Schedule 20 - Specification v1.0 attached to this document below.</p>
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REPORTING	
PROGRESS REPORT FREQUENCY	<p>The Authority will nominate a contract manager, who will be the Supplier's first point of contact during projects and will manage all administrative issues and contractual and technical matters.</p> <p>The Supplier will be expected to keep the Authority updated on progress on any project as appropriate via said arrangement.</p>
PROGRESS MEETING FREQUENCY	<p>The Authority contract manager will be responsible for liaising with colleagues during the course of the project, ensuring all parties are kept up to date.</p> <p>Regular face to face meetings will take place over MS Teams at the start of projects and before the delivery of key milestones, to discuss progress and ensure delivery against timelines. This is subject to change as the project progresses or should this be requested and approved with the Authority.</p>

MAXIMUM LIABILITY	Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty five percent (150%) of the Estimated Yearly Charges unless specified in the Order Form.
The limitation of liability for this Order Contract is as below and not as is stated in Clause 11.2 of the Core Terms.	
CALL-OFF ORDER CHARGES	See details in Order Schedule 5 (Pricing Details)
REIMBURSABLE EXPENSES	Not permitted unless approved in advance by the Customer and in line with MoJ Policy.

	[REDACTED]
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PAYMENT METHOD

All invoices must be sent, quoting a valid purchase order number (PO Number) Within 10 Working Days* of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

Ministry of Justice (including its various departments, agencies and arm's-length bodies) now uses the Basware Network to trade electronically with our suppliers.

If you are not currently a supplier to the Ministry of Justice or your details are out of date, we will need to do a supplier set up.

To ensure that both the Ministry of Justice and our suppliers can maximise the benefits from using Basware, we will require you to register with Basware. Please see the attached Basware letter for further information.

[REDACTED]

There are 3 ways suppliers can submit invoices can be submitted to MoJ for payment:

1. Paper/PDF	invoices are posted/emailed to the shared service centre. On receipt, the invoice is scanned and loaded onto SOP using Optical Character Recognition (OCR) software.
2. Electronic invoice file (Tech 11)	invoices are emailed to the shared service centre in a specific text file format that SOP can read without the need of OCR software. Engagement is required with the supplier before invoices are accepted in this format.
3. Basware	invoices are submitted via the Basware supplier portal and are then transmitted electronically into SOP via XML. Suppliers must be onboarded to Basware before they submit invoices in this method.

What you need to do

Except for those submitted via Basware, all invoice should be sent directly to SSCL (see below)

Suppliers providing electronic invoice files will be given a specific email for their invoices once onboarded.

Invoice minimum requirements

To enable successful processing, all invoices submitted to MoJ must clearly state the word 'invoice' and contain the following:

- a unique identification number (invoice number)
- your company name, address and contact information
- the name and address of the department/agency you're invoicing
- a clear description of what you're charging for
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- VAT amount if applicable
- the total amount owed
- a cost centre code (available from your MoJ business contact) or a valid purchase order (PO) number

If any of the above information is missing from your invoice, it will be returned to you.

Invoices relating to a purchase order

In addition to the minimum requirements above, invoices relating to a PO must not contain any lines for items which are not on the purchase order. If this occurs, your invoice will be returned to you.

Speak to the business contact on the purchase order if there are any additional items/services which you need to invoice for.

Invoice submission by email

All invoices submitted by email must meet the following criteria:

- Email size must not exceed 4mb
- 1 invoice per file attachment (PDF), multiple invoices can be attached as separate files
- Any supporting information, backing data etc. must be contained within the invoice PDF file

Failure to meet these criteria may result in not all your invoices being processed, or your invoice(s) being returned to you.

CUSTOMER'S INVOICE ADDRESS:

The email and postal address for PDF and paper invoices can be found here.

<https://www.gov.uk/government/organisations/ministry-of-justice/about/procurement>

AUTHORITY'S ENVIRONMENTAL POLICY

Embedding sustainability on the MOJ estate, Published 26 March 2018, Last updated 4 October 2021, available online at: <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

AUTHORITY'S SECURITY POLICY

Cyber and Technical Security Guidance, 14 December 202, available online at: [Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance).

REDACTED

REDACTED

SUPPLIER'S KEY STAFF – See DPS Order Schedule 7 - Key Supplier Staff

REDACTED

REDACTED

KEY SUBCONTRACTOR(S) – See DPS Joint Schedule 6 - Key Subcontractors-v1.0 (IF APPLICABLE)

REDACTED

REDACTED

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in DPS Order Schedule 4 - Order Tender v1.0

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Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Buyer: Ministry of Justice	
Signature:	REDACTED]
Name:	REDACTED]
Role:	REDACTED]
Date:	REDACTED]

For and on behalf of the Supplier: Solutions Strategy Research	
Signature:	REDACTED]
Name:	REDACTED]
Role:	REDACTED]
Date:	REDACTED]