



Ministry
of Justice

**Call Off Order Form for Management Consultancy Services
Management Consultancy Framework Two (MCF2) -
RM6008**

Con_17938
PMO Support: Project Themis

FRAMEWORK SCHEDULE 4
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 Procurement, Supply Chain and Commercial Consultancy Services dated 27 October 2019.

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_17938 (Purchase Order Number to follow)
From	Ministry of Justice 102 Petty France, Area 10.38, Westminster, London, SW1H 9AJ ("CUSTOMER")
To	Concerto Partners LLP 1 Long Lane, London, SE1 4PG ("SUPPLIER")
Date	12th May 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date 12 th May 2020
1.2.	Expiry Date: End date of Initial Period 11th February 2021 End date of Extension Period: 30th June 2022 Minimum written notice to Supplier in respect of extension: One (1) Calendar Month

2. SERVICES

2.1	<p>Background of Requirements</p> <p>MoJ is currently defending a challenge from Mitie in relation to the re-procurement of Facilities Management Services for HMCTS and the subsequent award of contract.</p> <p>HMCTS engaged a number of consultants to support the procurement exercise and now need to re-engage some of these independent consultants on a 'ad hoc' basis to support the defence.</p> <p>Scope of Requirements</p> <p>The scope of this requirement is to re-engage consultants to provide additional programme office support enabling the provision of information and records relating to the procurement exercise in response to requests from lawyers.</p> <p>Services to be Provided</p> <p>As set out in Annex 1 to this Call-Off Order Form</p>
-----	--

3. PROJECT PLAN

3.1.	Project Plan: N/A
------	--------------------------

4. CONTRACT PERFORMANCE

4.1.	Standards: As per Clause 11 of the Call-Off Terms
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: As per Clause Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: [REDACTED] PMO Subject Matter Expert for Procurement [REDACTED] PMO Subject Matter Expert for Finance [REDACTED] Partner Please note that other personnel may need to form part of this contract, as legal questions arise. Both the people and rates will be discussed and agreed ahead of any work commitments being made.
5.2	Relevant Convictions None

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): [REDACTED] Please note that other personnel may need to form part of this contract, as legal questions arise. Both the people and rates will be discussed and agreed ahead of any work commitments being made.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): The Supplier shall invoice monthly for the number of Days, or part thereof, that the Key Personnel listed in paragraph 6.1 were engaged in delivery of the Services.
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing: The Customer will send Purchase Orders to the Supplier via Basware eMarketplace. The Supplier must register, when invited, on Basware in order to receive POs unless non-use has specifically agreed by the Authority. (Please refer to the Basware-supplier-letter-FINAL.) [REDACTED] The Supplier shall invoice the Authority via Basware.
6.5	Call Off Contract Charges are fixed for the term of this agreement.
6.6	Supplier periodic assessment of Call Off Contract Charges: Not Applied
6.7	Supplier request for increase in the Call Off Contract Charges: Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:
------------	--

	<p>The sum of £50,000 ex VAT</p> <p>This figure may be subject to increase in the event that the Customer exercises the right to extend the Contract.</p>
7.2	<p>Supplier's limitation of Liability</p> <p>As per Clause Error! Reference source not found. of the Call Off Terms;</p>
7.3	<p>Insurance</p> <p>In relation to Clause Error! Reference source not found. of the Call Off Terms, no policies of insurance are stipulated in this Call Off Order Form</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms)):</p> <p>As per Clause Error! Reference source not found. of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms):</p> <p>As per Clause Error! Reference source not found. of the Call Off Terms</p>
8.3	<p>Undisputed Sums Limit:</p> <p>As per Clause Error! Reference source not found. of the Call Off Terms</p>
8.4	<p>Exit Management:</p> <p>Not applied</p>

9. SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>N/A</p>
9.2	<p>Commercially Sensitive Information:</p> <p>The Supplier may be disclosing commercially sensitive information to the Customer such as copyrights, know-how, methodology or trade secrets contained in Supplier Background IPR.</p> <p>The Supplier is aware of the Customer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may</p>

	constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Customer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Customer and that the Customer consults with the Supplier over whether the statutory exemption applies to the information requested.
--	---

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer's postal address and email address: [REDACTED] Supplier's postal address and email address: [REDACTED]
10.10	Transparency Reports As per Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): None
10.12	Call Off Tender: Not Applicable

10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) As per Clause 36 (Publicity and Branding). No further requirements in Clause 36.3.2.
--------------	--

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]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]