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Commercial
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**Call Off Order Form and Call Off Terms for the
Management Consultancy Services
Provision of Consultancy for HR Business Partner options**

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 Consultancy to support the Ministry of Justice dated 01/10/2020

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 Call Off Order Form and the Call Off Terms.

Order Number	Con_18232
From	Ministry of Justice – [REDACTED] ("CUSTOMER")
To	[REDACTED] ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 02/10/2020
1.2.	Expiry Date: 21/01/2021

2. SERVICES

2.1	<p>MoJ is seeking to develop its HRBP function and options. As part of this we will need to assess the current state, identify future options and design principles as well as enablers (such as AI and technology) which can help build the future model.</p> <p>We have discussed the scope of the support needed internally and have identified an organisation who can best support our needs. This organisation is IBM United Kingdom Ltd.</p> <p>The support required will</p> <ul style="list-style-type: none"> • Undertake a kick-off phase to agree finalised MoJ stakeholders required • Current state assessment – what works now and does not, alignment to external good practice • Future state design – identifying design principles, options for HRBP and also preferred option including high level business case <p>The processes covered will be those supported by HRBP's and will include analysis of time spent on each according to the type of work (transactional, advisory, strategic etc).</p> <p>The scope will only cover the design of the HRBP function but will engage with HR's customers and also those providing input to HRBPs. The HRBP function will also be engaged. Unions and selected other stakeholders will also be involved.</p> <p>The project will be led by MoJ HR [REDACTED] will be the key points of contact with the consultants. [REDACTED] overall SRO with being the Programme lead.</p>
2.2	<p>Proposal to deliver requirements from the Supplier:</p> <p>MoJ's People Group (PG) is responsible for the full range of people interventions for the MoJ. Our Business Plan states a range of interventions to support the Prison and Probation Reform work, enabling Functional Leadership and the delivery of an effective employee lifecycle relationship and contract to deliver services in the most efficient manner. In order to meet the full scope of efficiencies PG must be able to play an active part within the planning for attraction through to exit and have the appropriate management, leadership and career pathway interventions in place. The HRBP function is central to delivery as the customer facing function, acting as SRO for people related interventions across the full range of operational and corporate Business groups.</p> <p>To ensure business as usual (BAU) and Reform and Transformation activity run effectively and collaboratively, PG needs to establish a HRBP structure which can respond to the changing environment through the most effective structure, processes and technology to deliver against BAU needs and to challenge reform and transformation plans to deliver forward facing culture change and deliver against the employer of choice objectives. Whilst primary effect will be on front line services, the corporate supporting functions must also transform and deliver efficient and effective guidance and processes which are user focused and intuitive enough to drive efficiency</p> <p>To review the current HRBP function, the desire to deliver a well-balanced strategic service that also accounts for the transactional requirements of the business. Utilising industry wide best practice and building on customer/stakeholder feedback. Identifies enabling technology outside of core ERP systems to deliver and support service delivery. Enabling a professional standard for the role and individual grades and the service charter overall which is clear and transparent to the business</p> <p>IBM's approach will be to provide dedicated resources to support the programme:</p> <p>IBM will be required to undertake the following support</p>

	<ul style="list-style-type: none"> • Project kick off – to agree detailed plan and diarise engagement with stakeholders. In addition learning and knowledge transfer objectives between the consultancy and MoJ will be agreed. Mandatory outputs – production of a project charter and plan. Desirable outputs – agreed knowledge transfer needs for MoJ core team • Current state assessment – desktop research on work undertaken so far, benchmarking, focus groups and research on users viewpoints will be undertaken. Mandatory outputs – production of a current state analysis • Future state design – covering design principles, external research on models, future demand, options and assessment, capabilities required, high level case for change and plan Mandatory outputs – development of a final report
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The following are the proposed activities on a week by week basis along with dependencies and deliverables.</p> <p>Dependent on the exact kick off date, the exact dates for delivery will not be determined. However, the following are the specific activities to be undertaken including deliverables</p> <p>Kick Off Phase:</p> <table border="1" data-bbox="245 1137 1517 1637"> <thead> <tr> <th>Activity</th><th>Approach</th></tr> </thead> <tbody> <tr> <td>Define project plan, activities and progress reporting.</td><td> <ul style="list-style-type: none"> ▪ Hold a 2-hour virtual workshop to agree the 6-8 week plan – using a straw-model as the basis of discussion. ▪ Hold a session on hopes and fears from the project. ▪ Agree critical success factors. </td></tr> <tr> <td>Develop Project Charter.</td><td> <ul style="list-style-type: none"> ▪ IBM collate outputs from workshop and produce simple Project Charter for MoJ review, amendment by IBM and sign-off. ▪ Contents to cover: <ul style="list-style-type: none"> ○ Aims & Objectives ○ Organisational scope ○ Activities ○ Outcomes ○ Risks and issues ○ Resourcing ○ Progress reporting approach & templates. </td></tr> </tbody> </table> <p>Output: Production of a project charter</p> <p>Current State Phase:</p> <table border="1" data-bbox="245 1800 1517 2011"> <thead> <tr> <th>Activity</th><th>Approach</th></tr> </thead> <tbody> <tr> <td>Gather current work undertaken so far.</td><td> <ul style="list-style-type: none"> ▪ IBM to work with MoJ core team to gather material, analysis and thinking captured by MoJ to make sure it is factored into work. </td></tr> <tr> <td>Undertake activity analysis on HRBP current.</td><td> <ul style="list-style-type: none"> ▪ Agree the quantitative and qualitative data points needing to be captured from the HRBP community, including time spent on specific HR activities. </td></tr> </tbody> </table>	Activity	Approach	Define project plan, activities and progress reporting.	<ul style="list-style-type: none"> ▪ Hold a 2-hour virtual workshop to agree the 6-8 week plan – using a straw-model as the basis of discussion. ▪ Hold a session on hopes and fears from the project. ▪ Agree critical success factors. 	Develop Project Charter.	<ul style="list-style-type: none"> ▪ IBM collate outputs from workshop and produce simple Project Charter for MoJ review, amendment by IBM and sign-off. ▪ Contents to cover: <ul style="list-style-type: none"> ○ Aims & Objectives ○ Organisational scope ○ Activities ○ Outcomes ○ Risks and issues ○ Resourcing ○ Progress reporting approach & templates. 	Activity	Approach	Gather current work undertaken so far.	<ul style="list-style-type: none"> ▪ IBM to work with MoJ core team to gather material, analysis and thinking captured by MoJ to make sure it is factored into work. 	Undertake activity analysis on HRBP current.	<ul style="list-style-type: none"> ▪ Agree the quantitative and qualitative data points needing to be captured from the HRBP community, including time spent on specific HR activities.
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		<ul style="list-style-type: none"> Prepare a survey questionnaire to capture these data points using the CSHR process taxonomy to describe activities consistently. Position and launch the questionnaire survey to all HRBPs. IBM to collate and analyse survey feedback and produce a breakdown of activities undertaken across grades and locations. IBM to then identify with MoJ colleagues key delivery cost metrics based on average grade salaries.
	Focus group(s) / workshop(s) with selected customers and HRBPs to envision the future HRBP operating model.	<ul style="list-style-type: none"> Prepare and organise Focus Groups (assume up to 4 hour long virtual event with breaks) over a four-day period. Assuming one focus group for Prisons, one for Corporate Centre, one for HRBPs. Send out invites to participants. Set up Webex or Team Meeting including testing of virtual tools to facilitate session (e.g. Mural). Agenda for workshops to include: <ul style="list-style-type: none"> Introductions Purpose of session Introduce concept of Personas and Design Thinking User Journeys (e.g. Prison officer, Governor, DG etc). Assume up to four per session. IBM facilitated session to develop simple user journey identifying: <ul style="list-style-type: none"> Moments that matter Pain points SWOT with the current approach Identification of the key outcomes that the participants want Enablers and blockers (according to technology, organisation, governance, process, people skill/capability). IBM document outputs and send to core MoJ team for review and comment/feedback. IBM finalise user journeys including SWOT, pain points and high-level requirements.
	Benchmark MoJ HRBP community to Public Sector and non-Public Sector comparators.	<ul style="list-style-type: none"> IBM access benchmarking data to allow for comparison against different 'quartile' performance inside and outside government. Hold virtual focus group with HRBP and People Group representatives on current ways of working and SWOT.
	Produce a simple As-Is assessment.	<ul style="list-style-type: none"> IBM to undertake 'desk-based' activity to produce As-Is report to cover Feedback by population on SWOT of current model and ways of working High level user journeys and what currently each persona sees, thinks, feels and does, covering (if included in scope) the qualitative feedback and comments – using Word cloud to relay key messages Benchmark analysis on FTE, cost as well as time spent on Strategic, Advisory and Administrative activity Capability and skills of current HRBP community and degree of fit using Booz balls to position against good practice and to identify gaps Blockers to more effective working Conclusion based on qualitative, quantitative and external good practice information.
	Output: Production of a current state analysis report	
	Future State Phase:	
	Activity	IBM Approach
	Identify a set of organisation / operating model Design Principles	<ul style="list-style-type: none"> IBM to facilitate two virtual sessions (2 hours each over 2 days): <ul style="list-style-type: none"> Identify and work with selected HRBPs to identify Design Principles (based on customer views) to refine and develop a set Identify and work with selected customer stakeholders on producing a set of operational Design Principles, potentially using the CSHR Design Principles as the starting position. IBM to document the Design Principles and syndicate with selected customer stakeholders to finalise and sign-off through a one hour virtual meeting.

	<p>Gather HRBP models from both private and public sector including skills and capabilities required, and including accessing IBM research and insight.</p>	<ul style="list-style-type: none"> ▪ IBM to gather good practice models from external market as well as insights from HRBP community on models. ▪ IBM gather skills and capability for HRBP community.
	<p>Assess the future demands on the HRBPs</p>	<ul style="list-style-type: none"> ▪ IBM undertake desktop-based review of MoJ strategy, broader government papers on future of prisons and policing, as well as required customer outcomes (as captured in the As Is phase). ▪ IBM facilitate a focus group with core MoJ team to discuss findings, refine views and shape thinking. ▪ IBM to produce simple document which describes the indicative capabilities required by HRBP's in the future, as well as direction of travel in terms of potential numbers (based on the benchmarking exercise).
	<p>Facilitated To-Be workshops with selected customers (as above), stakeholders from People Group and HRBPs to define future state.</p>	<ul style="list-style-type: none"> ▪ IBM design a combined workshop for HRBPs with the selected customers to identify the future scenarios which will overcome the As-Is key pain points and future user journeys (based on As-Is) including what customers would See, Think, Feel and Do. ▪ Workshop will include discussion on high level processes which require HRBP involvement and how other enablers could provide support to HRBP's in order to overcome the As-Is pain points. ▪ Send out invites to participants. ▪ Set up Webex or Team Meeting including testing of virtual tools to facilitate session (e.g. Mural). ▪ IBM facilitate a 4 hour session to define simple future user journey recognising: <ul style="list-style-type: none"> ○ Moments that matter ○ Pain points in the current state ○ Potential enablers and blockers (according to technology, organisation, governance, process, people skill/capability) ○ Implications and impact on People Group ○ Alignment to Design Principles. ▪ IBM document outputs and send to core MoJ team for review and comment/feedback
	<p>Identifying the high-level skills and capabilities required for the preferred operating model option(s).</p>	<ul style="list-style-type: none"> ▪ IBM to collect relevant skills frameworks (e.g. CSHR and/or CIPD) as well as good practice to identify typical skills and capabilities required. ▪ Assess findings against those identified in the To-Be workshop supporting the transition to the new service delivery model, e.g. technology, process and governance, as well as what the implications could be for BPO provision and the broader HR operating model (to 'join the dots'). ▪ Identifying dependencies on handoffs to other specialist teams in People Group for services, including Learning and Workforce Analytics.

Identify the high level preferred option and test with selected customers and HRBPs.	<ul style="list-style-type: none"> ▪ IBM develop simple HRBP operating model options (up to four). ▪ IBM to facilitate a session with core MoJ project team to assess (using Booz balls) fit of options to Design Principles and to identify barriers and enablers. ▪ For the most preferred option IBM will document: <ul style="list-style-type: none"> ○ Indicative size and structure of the model ○ Links to rest of People Group ○ Enablers and barriers ○ User journeys ○ Fit to Design Principles ○ Indicative financial savings/changes ▪ Facilitate a two-hour session with selected users and HRBPs to gather feedback.
Developing the cultural and business change journey including business case.	<ul style="list-style-type: none"> ▪ Based on preferred option, IBM to develop a simple roadmap consisting of: <ul style="list-style-type: none"> ○ Workstreams ○ Milestones ○ Strategic benefits of preferred option ○ Financial benefits or implications.
Developing the final report.	<ul style="list-style-type: none"> ▪ IBM to document As-Is and To-Be into final report including Executive summary, approach, As-Is findings, To-Be findings, mini-business case and roadmap and opportunities for further improvement across HR.
Output: Production of the final report	
Sign off by the SRO to the deliverables will deem them accepted by Ministry of Justice.	

4. CONTRACT PERFORMANCE

4.1. Standards:	As per Statement of Requirements – Section 13 “Staff and Customer Service”
4.2 Service Levels/Service Credits:	As per Statement of Requirements – Section 14 “Service Levels and Performance”
4.3 Critical Service Level Failure:	Not applied
4.4 Performance Monitoring:	As per Statement of Requirements – Section 17 “Contract Management”
4.5 Period for providing Rectification Plan:	In Clause Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1 Key Personnel:	[REDACTED]
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5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): In Clause 28.2.2
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6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>[REDACTED]</p>
6.2	<p>Payment terms/profile:</p> <p>Supplier to submit invoice/s against Customer Purchase Order, to be provided at start of the contract.</p> <p>All invoices to be submitted in line with Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</p>
6.3	<p>Reimbursable Expenses:</p> <p>Expenses will not be permitted unless it's been approved by the customer in advance and in accordance with the MoJ Policy on Expenses for Business Travel & Accommodation for Contractors, Interim Managers and Consultants.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Newport SSCL – Ministry of Justice PO Box 743 Newport NP10 8FZ</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Contract Term</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Each Month from Contract Award.</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted.</p>

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The total fees for this capped time and materials project will be £140,294 (exc VAT and expenses)
7.2	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms. The limit of liability will equate to a maximum of 125% of the call off contract charge
7.3	Insurance (Clause Error! Reference source not found. of the Call Off Terms): In Clause 37.2.1 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms)); In Clause Error! Reference source not found. of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause Error! Reference source not found. 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: Not Applicable

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
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10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not Applied
10.3	Security: Select short form security requirements (Schedule 7) as well as the following: Information Security Policy Not Applied
10.4	ICT Policy: Acceptable Use Policy
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not Applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms): No personal or sensitive data will be processed or accessed by IBM so the requirements in the framework related to data privacy will not apply See Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): <i>Customer’s postal address and email address:</i> [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) N/A
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): Not Applied
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) See Clause 36.3.2 of the Call Off Terms

	N/A
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). N/A
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 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:	[REDACTED]
Title:	[REDACTED]
Signature:	[REDACTED]
Date:	[REDACTED]

For and on behalf of the Customer:

Name:	[REDACTED]
Title:	[REDACTED]
Signature:	[REDACTED]
Date:	[REDACTED]