



Ministry
of Justice

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

**Multi Disciplinary Consultancy - Probation
Programme**

con_16861

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 Multi Disciplines Consultancy - Probation Prog dated 26th August 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_16861	PO 21070371560
From	Probation Programme, HMPPS, 7th Floor, 102 Petty France, London SW1H 9AJ ("CUSTOMER")	
To	KPMG LLP, 15 Canada Square, London E14 5GL ("SUPPLIER")	
Date	26th August 2019 ("DATE")	

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 26th August 2019
1.2.	Expiry Date: End date of Initial Period: 25th August 2021 End date of Extension Period: 25th August 2022 Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1	<p>Services required:</p> <p>Under the 'Transforming Rehabilitation' reforms, probation services were divided in 2014 into a public sector National Probation Service (NPS) and 21 new Community Rehabilitation Companies (CRCs) owned since February 2015 by 7, primarily private, providers. The NPS advises courts on sentencing all offenders and manages those presenting higher risk of serious harm, while CRCs supervise offenders presenting a low and medium risk of harm.</p> <p>REDACTED</p> <p>Last summer, the MoJ consulted on the shape of the future arrangements that should follow the expiry of the current CRC contracts.</p> <p>Following extensive engagement over several months, the probation reform programme has now published its response to this consultation https://www.gov.uk/government/consultations/strengthening-probation-building-confidence</p> <p>REDACTED</p>
2.2	<p>We require a Delivery Partner that will support and advise the Programme utilising:</p> <ol style="list-style-type: none">i. Simple and clear commercial arrangements (Fixed Price work packages based on competitive rate cards) – we are looking for a Delivery Partner with which we can have clear and simple commercial arrangements. We need commercial arrangements which provide demonstrable value for money. We need our Delivery Partner to be flexible in how the content/deliverables of the work packages will evolve during the contract.ii. Commitment to successful delivery – we are looking for a Delivery Partner who is committed to delivering outcomes in line with the objectives and plans of the Programme. We need to be sure that our partnership is designed around our target outcomes).iii. Proven timely and effective implementation - We want our Delivery Partner to work closely with the Programme to help us keep the solution on the right trajectory. We want help to identify and mitigate risks to delivery.iv. Expertise and capability - Our Delivery Partner will complement and enhance the knowledge of our existing Programme team by bringing in specialist experience and know-how, and transferring that knowledge to those involved in the Programme. We expect our Delivery Partner to be expert in core of areas which is the Programme is dependent up to successfully deliver its objective. In particular, the Partner will have a proven track record in delivering large transformation programmes in a

government or similar environment including strong experience of transitioning services across provider and business/organisational change.

2.3 THE REQUIREMENT

1. The Programme is looking for a Single Delivery Partner covering multiple disciplines to augment its capability and capacity, working together to deliver concrete outcomes with an emphasis on business change and transformation, service transition and mobilisation, finance advice, commercial support and programme management/delivery expertise, providing value for money and knowledge transfer/capability build. The Delivery Partner will provide support throughout the life of the Programme.

a) The types of services that we expect from our Delivery Partner include but are not limited to:

b) *A core team (WP001)*

REDACTED

c) Finance support package (WP002): (from Contract commencement for life of contract

REDACTED

d) Data Room work package (WP003) (from Contract commencement for life of contract

REDACTED

e) Programme Delivery Work Package (WP004) (3 months from contract start date)

REDACTED

f) *Future work packages*

The Delivery Partner will not be required to:

run any procurements

provide legal advice

manage operational probation services

REDACTED

2. Knowledge Transfer

The supplier will ensure relevant knowledge transfer on an on-going basis through the resources allocated by the Authority.

3. PROJECT PLAN

3.1.	Project Plan: [In Call Off Schedule 4 (Project Plan)] Not applied
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4. CONTRACT PERFORMANCE

4.1.	Standards: As per details in 2.1 under Services																																			
4.2	Service Levels/Service Credits: Not applied																																			
4.3	Critical Service Level Failure: Not applied																																			
4.4	<p>Performance Monitoring:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Milestone</th> <th style="width: 50%;">Description</th> <th style="width: 25%;">Timeframe</th> </tr> </thead> <tbody> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> </tbody> </table> <p>Payment can only be made following satisfactory delivery of pre-agreed certified deliverables. These are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Work Package</th> <th style="width: 40%;">Deliverables</th> <th style="width: 30%;">Timeframe</th> </tr> </thead> <tbody> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> </tbody> </table> <p>The quality criteria against which the supplier's delivery of the Work Packages, Continuous Improvement and Service Levels & Performance will be measured;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Potential Areas of under</td> <td style="width: 50%;">Mitigation</td> </tr> </table>	Milestone	Description	Timeframe	REDACTED	Work Package	Deliverables	Timeframe	REDACTED	Potential Areas of under	Mitigation																									
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	performance	
	REDACTED	REDACTED
	REDACTED	
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms	

5. PERSONNEL

5.1	Key Personnel (KPMG LLP): REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED (Pending discussion with Programme Sponsor, KPMG may change key personnel during the course of the programme) <u>HMPPS</u> REDACTED REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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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>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted unless for events relating to the programme (SMT away day in Birmingham, Cardiff away day, etc), or if approved in advance by the Authority and in line with MoJ Policy.</p> <p> MoJ Travel and subsistence policy a</p>
6.4	<p>Customer billing address</p> <p>All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: HMPPS, SSCL, PO Box 769, Newport, NP20 9BB. You must be in receipt of a valid PO Number before submitting an invoice.</p>
6.5	<p>Call Off Contract Charges fixed for the term of this agreement</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges</p> <p>Not applied</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	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of REDACTED</p>
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	<p>And same for other years too.</p> <p>During the life of the contract, we expect to commission further additional work-packages; these will be approved by Programme Sponsor or Director.</p> <p>The Authority will confirm agreement with the priced proposals, or seek further clarification and negotiations with the delivery partner in a timely fashion, until both parties are agreed on a proposal.</p> <p>This will then form part of the contract and pricing</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p> <p>Subject to Clause 37.1 (Unlimited Liability), the Supplier's total aggregate liability in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed £2 million (or, if greater, the total amount of the Charges charged by the Supplier to the Customer under this Call Off Contract)</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>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 42.2 of the Call Off Terms):</p> <p>In Clause 42.2.1(c) 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>In Clause Error! Reference source not found. of the Call Off Terms</p>
8.3	<p>Undisputed Sums Limit:</p> <p>In Clause 43.1.1 of the Call Off Terms</p>
8.4	<p>Exit Management:</p> <p>Not applied</p>

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: 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. 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 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): Recitals B to E
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: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): data protection requirements set out in Clauses 35.1 (Security Requirements), 35.2 (Protection of Customer Data) and 35.5 (Protection of Personal Data);

10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p><u>Customer’s postal address and email address:</u></p> <p>Probation Programme, HMPPS, 7th Floor, 102 Petty France London SW1H 9AJ REDACTED</p> <p><u>Supplier’s postal address and email address:</u></p> <p>KPMG LLP, 15 Canada Square, London E14 5GL REDACTED</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>No Alternative or Additional Provisions Required</p>
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>No further requirements in clause 36.3.2</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>

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