



**Crown
Commercial
Service**

**Call Off Order Form and Call Off Terms for the
Management Consultancy Framework Agreement
RM3745**

**HMPPS Probation Workforce Programme Corporate
Support Partner**

con_18144

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 service (**RM3745**) dated 7th September 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	Contract Ref: con_18144
From	Probation Workforce Programme, HMPPS, 7th Floor, 102 Petty France, London SW1H 9AJ (" CUSTOMER ")
To	PA Consulting Services Limited 10 Bressenden Place, London, SW1E 5DN (" SUPPLIER ")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 st September 2020
	Expiry Date: End date of Initial Period 31st August 2023 End date of Extension Period 31st August 2024 Minimum written notice to Supplier in respect of extension: 30 days

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) [REDACTED]
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PROJECT PLAN

3.1.	Project Plan:
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	Not needed
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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> <p>Payment can only be made following satisfactory delivery of pre-agreed certified deliverables as per the work packages outlined in the Statement of Requirements. Detailed progress against pre-agreed deliverables for each work package will be assessed prior to payment via established reporting mechanisms. Any future work packages with clear deliverables must be agreed in advance with the Authority, including all charges for those work packages.</p> <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"> <thead> <tr> <th>Potential Areas of under performance</th><th>Mitigation</th></tr> </thead> <tbody> <tr> <td>Poor quality of work package deliverables</td><td>Ensure that the success criteria are identified in each Work package; WP leads monitor quality and deliverables only signed off if quality achieved as per the success criteria</td></tr> <tr> <td>Delay in work package deliverables</td><td>Follow-up during the contract management meeting to establish the cause Take corrective action(s)</td></tr> <tr> <td>Not controlling spend, commissioning too many work packages etc.</td><td>Horizon scanning discussed in Contract Management meeting and work packages changed/commissioned via commissioning process</td></tr> <tr> <td>Scope creep</td><td>Work packages changed/commissioned via an agreed commissioning process</td></tr> <tr> <td>Not achieving value for money</td><td>Work packages change/commission via an agreed commissioning process.</td></tr> </tbody> </table> <p>The process for assessing the Suppliers delivery against the agreed quality criteria</p>	Potential Areas of under performance	Mitigation	Poor quality of work package deliverables	Ensure that the success criteria are identified in each Work package; WP leads monitor quality and deliverables only signed off if quality achieved as per the success criteria	Delay in work package deliverables	Follow-up during the contract management meeting to establish the cause Take corrective action(s)	Not controlling spend, commissioning too many work packages etc.	Horizon scanning discussed in Contract Management meeting and work packages changed/commissioned via commissioning process	Scope creep	Work packages changed/commissioned via an agreed commissioning process	Not achieving value for money	Work packages change/commission via an agreed commissioning process.
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	<p>Monthly (after month end but minimum of 5 working days before Contract Management meeting) PA consulting group will provide a bi-monthly brief contract performance report which will include:</p> <ul style="list-style-type: none"> • Brief summary, focus areas and observations; • threats to performance and any key issues for escalation; • detailed progress against each Work Package, • any knowledge transfer / capability build completed • spend (forecast vs actual); (across all work packages). <p>This report is discussed at each Contract Management meeting to review performance. A summary of this report will be used to provide reports/updates to the Probation Workforce Programme Board if required.</p> <p><i>Assurance of PA Consulting Group Performance Report</i></p> <ul style="list-style-type: none"> • Detailed progress against each Work Package - The Probation Workforce Programme work package leads will assure performance against deliverables within work packages during regular catch ups. • Progress against overarching knowledge transfer / capability– this information will be assured by those in receipt of the Knowledge Transfer /Capability build activity. • Resource profile (forecast vs actual); The Probation Workforce Programme work package leads will assure performance against deliverables within work packages during regular delivery catch ups. <p>Spend (forecast vs actual); The HMPPS work package leads will assure performance against deliverables within work packages and resources during regular delivery catch ups. HMPPS Finance and the Programme Management Office/Contract Management will track spend (across work packages).</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

PERSONNEL

5.1	<p>Key Personnel:</p> <p>PA Consulting Services Limited:</p> <p>[REDACTED]</p> <p>Ministry of Justice:</p> <p>[REDACTED]</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>None</p>

PAYMENT

6.1	<p>Call Off Contract Charges In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing):</p> <p>Contract charges must not exceed £5m (exclusive of VAT) and subject to maximum rate submitted by the supplier in the bid response. The delivery cost for each work package is to be agreed with the customer prior to start work on these work packages.</p> <p>[REDACTED]</p>
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> <p>As per the process outlined in 6.4 with all invoices being approved by Ian Barrow and/or Ashley Coppen in advance of submission to SSCL.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted unless approved in advance by the Authority and in line with MoJ policy.</p> <p>[REDACTED]</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 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	Call Off Contract Charges fixed for the term of this agreement.
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 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>Subject to completion of work packages and other activities pre-approved by the customer at a contractual rate.</p> <p>During the life of the contract, we expect to commission further additional work-packages as per 2.1 Services</p>
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	<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 37.2.1 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 £7.5 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>

TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2.1(c) 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 42.7.1 of the Call Off Terms):</p> <p>In Clause 42.7.1 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>

SUPPLIER INFORMATION

9.1	<p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Not applicable</p>
9.2	<p>Commercially Sensitive Information:</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 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.</p>

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: Select short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: The Supplier must submit a business continuity and disaster recovery plan within 3 months of the contract start date for consideration by the Authority. Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” refer to the agreed period that is covered by the disaster plan.
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	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: HMPPS Probation Workforce Programme, 7.41, 7th Floor, 102 Petty France, London SW1H 9AJ [REDACTED] Supplier’s postal address and email address: PA Consulting Services Limited 10 Bressenden Place, London, SW1E 5DN [REDACTED]
10.10	Transparency Reports

	In 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): No Alternative or Additional Provisions Required
10.12	Call Off Tender: In Call Off Schedule 16
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36 (Publicity and Branding).
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
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]