



Ministry  
of Justice

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**Call Off Order Form for Management Consultancy Services**

**RM6008 – Lot 3**

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**Probation Programme Critical Friend 2**  
**con\_18208**

**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 **Probation Programme Critical Friend 2** dated **20<sup>th</sup> August 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 Template Call Off Order Form and the Call Off Terms.

Order Number	<b>TBC</b> <b>con_18208</b>
From	<b>HMPPS</b> <b>Probation Project Delivery</b> <b>102 Petty France</b> <b>LONDON</b> <b>SW1H 9AJ</b>  <b>("CUSTOMER")</b>
To	<b>Arcadis LLP</b> <b>Arcadis House 34 York Way</b> <b>LONDON</b> <b>N1 9AB</b>  <b>("SUPPLIER")</b>
Date	20 <sup>th</sup> August 2020  <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 20th August 2020</b>
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>31<sup>st</sup> August 2021</b>  (Twenty-Four (24) Days over a twelve (12) Calendar Month period)  End date of Extension Period: <b>N/A</b>  Minimum written notice to Supplier in respect of extension: <b>N/A</b>

## 2. SERVICES

2.1.	<p><b>Services required:</b></p> <p><b>Introduction</b></p> <p>The Probation Reform Programme (the “Programme”) is a high priority and complex programme within HMPPS and the MoJ. It is on the Infrastructure and Programme Authority's Government Major Programme's Portfolio (GMPP). The future approach for the delivery of Probation Services was announced by the Secretary of State for Justice on 16 May 2019. The responsibility for the management of all offenders will transfer to the National Probation Service, within HMPPS in June 2021. The Programme will have significant commercial, financial and operational implications for the provision of probation services.</p> <p><b>Background to the Requirement</b></p> <p>Covid 19 has presented unprecedented challenges to the delivery of the programme and probation operations. In June 2020 the Lord Chancellor, Robert Buckland QC MP, announced important changes to the probation system which were decided in light of the Coronavirus and to ensure the best for the future probation services.</p> <p>We are moving forwards towards completing the transition to new structures with the aim to bring the delivery of unpaid work and accredited programmes and structured interventions together under the National Probation Service (NPS), alongside offender management as originally planned, from June 2021.</p> <p><b>Requirement</b></p> <p>Due to the complexity, risk and impact of the Programme and recent announcement of a key policy change brought about by Covid-19 we wish to appoint an external consultancy to provide a 'critical friend' role as a full member of the Probation Programme Board. Given the need to ensure that Programme has a strong governance, and has the appropriate level of external scrutiny a supplier with a unique knowledge of delivering changes in the Probation space and track-record of operating in this environment is required.</p> <p><b>Aims</b></p> <p>To provide a 'critical friend' role as a full member of the Probation Programme Board.</p> <p>To provide Senior Stakeholders with insights, expert advice and guidance on business, strategy and transition</p> <p>To support transition to new structures with the aim to bring the delivery of unpaid work and accredited programmes and structured interventions together under the National Probation Service (NPS), alongside offender management</p>
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	<p><b>Objectives (Measurable Outputs)</b></p> <p>To provide a representative to attend Programme Board meetings</p> <p>To provide Senior Stakeholders with insights, expert advice and guidance on business, strategy and transition</p> <p>To attend meetings, pre-read of programme board papers, offer comments, observations and highlight areas of under or over emphasis based on their experience</p> <p><b>In Scope, Out of Scope</b></p> <p>In Scope:</p> <p>Critical Friend services provided by supplier with a unique knowledge of delivering changes in the Probation space and track-record of operating in this environment, to ensure that the Programme has exposed risks and challenges and has the opportunity to learn from previous Programmes of similar scale.</p> <p><b>Timescales</b></p> <p>Service of Critical Friend provided across twenty-four days over a twelve-month period (August 2020- August 2021)</p> <p><b>Outcome</b></p> <p>Senior Stakeholders provided with insights, expert advice and guidance on business, strategy and transition</p> <p>Senior Stakeholders supported with expert advice during transition to new structures with the aim to bring the delivery of unpaid work and accredited programmes and structured interventions together under the National Probation Service (NPS), alongside offender management</p>
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### 3. PROJECT PLAN

3.1.	<p><b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)]</p> <p>To provide a representative to attend Programme Board meetings</p> <p>To provide Senior Stakeholders with insights, expert advice and guidance on business, strategy and transition</p> <p>To attend meetings, pre-read of programme board papers, offer comments, observations and highlight areas of under or over emphasis based on their experience</p>
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#### 4. CONTRACT PERFORMANCE


4.1.	<b>Standards:</b> As per details in 2.1 under Services ( <i>in Call Off Schedule 1</i> )
4.2	<b>Service Levels</b> Regular review meetings between supplier and the Authority to assess performance and delivery of requirements.
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> Not applied
4.5	<b>Period for providing Rectification Plan:</b> (In Clause 39.2.1(a) of the Call Off Terms)

#### 5. PERSONNEL

5.1	<b>Key Personnel:</b> <b>REDACTED</b>
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): None

#### 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Total Cost for Twenty-Four (24) Days over a twelve (12) Calendar Month period will be <b>REDACTED</b> (excluding VAT) <b>REDACTED</b> <b>REDACTED</b>
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  <b>Ordering method</b> - Non-catalogue request (NCR) - Standard method for raising a purchase order (PO) on SOP  <b>Payment method</b> - Unstructured invoice (PDF/Paper) - Traditional paper, PDF or DOC invoice which is scanned into SOP by shared service centre.

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<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted unless approved in advance by the Authority and in line with MoJ policy.</p>  <p>MoJ Travel and subsistence policy a</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing):</p> <p>All invoices must be sent, <b>quoting a valid purchase order number</b> (PO Number) and Contract reference,</p> <p>SSCL – National Offender Management Service</p> <p>PO Box 741</p> <p>Newport</p> <p>Gwent</p> <p>NP10 8FZ</p> <p>or via email to: <a href="mailto:APinvoices-NMS-U@gov.sscl.com">APinvoices-NMS-U@gov.sscl.com</a> attach a PDF of the invoice clearly marked with the PO number on it to a blank email and send. It will be automatically scanned on receipt at SSCL.</p> <p>You must be in receipt of a valid PO Number before submitting an invoice otherwise the invoice will be returned.</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing):</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b></p> <p>Not applied</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b></p> <p>Not Permitted</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of <b>REDACTED</b> excluding VAT</p>
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<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): No policies of insurance are stipulated in this Call Off Order Form

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> <b>Exit Strategy:</b> There will be a structured and planned transfer of knowledge, information and specialist expertise from the supplier through meetings, information sharing and provision of necessary guidance documents.

## 9. SUPPLIER INFORMATION

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

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied



<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (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);
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address HMPPS Probation Project Delivery 102 Petty France LONDON <b>SW1H 9AJ</b> Email address: <b>REDACTED</b> Supplier's postal address Arcadis LLP Arcadis House 34 York Way LONDON N1 9AB Email address: <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> No Alternative or Additional Provisions Required.
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36 (Publicity and Branding). No further requirements in Clause 36.3.2
<b>10.14</b>	<b>Staff Transfer</b> Not Applied
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>
	Not Applied

## 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:** Arcadis LLP

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	<b>REDACTED</b>

**For and on behalf of the Customer:** Ministry of Justice

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	<b>REDACTED</b>