



Ministry
of Justice

**Call Off Order Form for Management Consultancy Services
Management Consultancy Framework Two (MCF2) -
RM6008 – Lot 1**

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 Rewarding Work Consultative Support dated **1st July 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_16625 (Purchase Order Number) 23070021280
From	Ministry of Justice 102 Petty France, London, SW1H 9AJ ("CUSTOMER")
To	KPMG LLP , 15 Canada Square, Canary Wharf, London E14 5GL ("SUPPLIER")
Date	23 September 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date 23 September 2019
1.2.	Expiry Date: End date of Initial Period 31/03/2020 (TBC) End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1

Introduction

The Ministry of Justice (MoJ) is a major government department, at the heart of the justice system. We work to protect and advance the principles of justice.

Our vision is to deliver a world-class justice system that works for everyone in society.

MoJ is a ministerial department, supported by 33 agencies and public bodies, including:

- Children and Family Court Advisory and Support Service
- Criminal Injuries Compensation Authority
- HM Courts and Tribunals Service
- Her Majesty's Prison and Probation Service
- Legal Aid Agency
- Office of the Public Guardian
- Youth Justice Board

We are responsible for these parts of the justice system:

- Courts
- Prisons
- Probation services
- Attendance centres

The organisation works together and with other government departments and agencies to bring the principles of justice to life for everyone in society. From our civil courts, tribunals and family law hearings, to criminal justice, prison and probation services. We work to ensure that sentences are served and offenders are encouraged to turn their lives around and become law-abiding citizens. We believe the principles of justice are pivotal and we are steadfast in our shared commitment to uphold them.

Our 4 strategic priorities to deliver our vision are:

- A prison and probation service that reforms offenders
- A modern courts and justice system
- A Global Britain that promotes the rule of law
- A transformed department that is simpler, smarter and more unified

Each year, millions of people use our services across the UK - including at 500 courts and tribunals, and 133 prisons in England and Wales.

2.2

Background to Requirement

Government spending reviews since 2010 have been constrained by a world-wide economic downturn and consequent austerity policies. This in turn has created challenges for Government Departments. The spending review of 2015 created a context for the Ministry of Justice (MoJ) where measures were required to drive forward

	<p>organisational and people change on a scale not seen since the machinery of government change in 2007.</p> <p>REDACTED</p>
2.3	<p><u>Requirement</u></p> <p>The Authority is looking for consultancy support for the workforce proposition project of work that delivers a report to be shared with MoJ's Executive Committee Foundation for the Reward Strategy</p> <p>The vision and next steps should be developed based on discovery work already completed by MoJ</p> <p>REDACTED</p>
2.4	<p><u>Scope</u></p> <p>REDACTED</p>
2.5	<p><u>Aims</u></p> <p>The People Group is committed to working alongside business areas to support strategic and operational decision-making by providing people insights to drive organisational performance. In delivering our service to the department, there are five key principles that sit at the heart of everything People Group is striving to deliver:</p> <p>REDACTED</p>
2.6	<p><u>Objectives</u></p> <p>REDACTED</p>
2.7	<p><u>Timetable</u></p> <p>Start date 23 September 2019</p> <p>End date 31 March 2020 (TBC)</p> <p>REDACTED</p>
2.8	<p><u>Deliverables / Milestones</u></p> <p>REDACTED</p>

3. PROJECT PLAN

3.1.	Project Plan: N/A
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4. CONTRACT PERFORMANCE

4.1.	Standards: As per details in 2.4
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Programme rigour governance with weekly checkpoints and validation by SRO and Programme Director / Lead for Reward team
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:			
	Name:	REDACTED	Role:	REDACTED
	Name:	REDACTED	Role:	REDACTED
	Name:	REDACTED	Role:	REDACTED
	Name:	REDACTED	Role:	REDACTED
5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): None			

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
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	as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Will be Payment on a 'time and materials' basis In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address: All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: MoJ HQ , SSCL, PO Box 769, Newport, NP20 9BB. You must be in receipt of a valid PO Number before submitting an invoice.
6.5	Call Off Contract Charges 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: . The cost shall not exceed REDACTED including expenses but excluding VAT
7.2	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); Subject to Clause Error! Reference source not found. (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)
7.3	Insurance (Clause Error! Reference source not found. of the Call Off Terms): "No policies of insurance are stipulated in this Call Off Order Form"

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
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
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 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>

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):

	<p>Customer’s postal address and email address: REDACTED Ministry of Justice, 102 Petty France, London, SW1H 9AJ Email: REDACTED</p> <p>Supplier’s postal address and email address: REDACTED KPMG LLP, 15 Canada Square, Canary Wharf, London, E14 5GL Email: REDACTED</p>																								
10.10	<p>Transparency Reports In Call Off Schedule 13 (Transparency Reports)</p>																								
10.11	<p>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):</p> <p>The table below shows the number of days KPMG have estimated for core team members, and an indicative number of days available to be used by other specialists.</p> <p>REDACTED</p> <table border="1" data-bbox="309 1050 1445 1503"> <thead> <tr> <th data-bbox="309 1050 576 1093">Name</th> <th data-bbox="576 1050 1257 1093">Role</th> <th data-bbox="1257 1050 1445 1093">Days</th> </tr> </thead> <tbody> <tr> <td data-bbox="309 1093 576 1135">REDACTED</td> <td data-bbox="576 1093 1257 1135">REDACTED</td> <td data-bbox="1257 1093 1445 1135">REDACTED</td> </tr> <tr> <td data-bbox="309 1135 576 1178">REDACTED</td> <td data-bbox="576 1135 1257 1178">REDACTED</td> <td data-bbox="1257 1135 1445 1178">REDACTED</td> </tr> <tr> <td data-bbox="309 1178 576 1220">REDACTED</td> <td data-bbox="576 1178 1257 1220">REDACTED</td> <td data-bbox="1257 1178 1445 1220">REDACTED</td> </tr> <tr> <td data-bbox="309 1220 576 1263">REDACTED</td> <td data-bbox="576 1220 1257 1263">REDACTED</td> <td data-bbox="1257 1220 1445 1263">REDACTED</td> </tr> <tr> <td data-bbox="309 1263 1257 1339">REDACTED</td> <td data-bbox="1257 1263 1445 1339">REDACTED</td> <td data-bbox="1257 1263 1445 1339">REDACTED</td> </tr> <tr> <td data-bbox="309 1339 1257 1426">REDACTED</td> <td data-bbox="1257 1339 1445 1426">REDACTED</td> <td data-bbox="1257 1339 1445 1426">REDACTED</td> </tr> <tr> <td data-bbox="309 1426 576 1503">Total Days</td> <td data-bbox="576 1426 1257 1503"></td> <td data-bbox="1257 1426 1445 1503">REDACTED</td> </tr> </tbody> </table>	Name	Role	Days	REDACTED	Total Days		REDACTED																	
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10.12	<p>Call Off Tender: In Schedule 15 (Call Off Tender)</p>																								
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36 (Publicity and Branding). No further requirements in Clause 36.3.2.</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

ANNEX 1: CALL OFF CONTRACT CHARGES

Any variations or extension to the services detailed in section 2.1 will be agreed with the MoJ and will be charged on a time and materials basis as per 6. Payment, 6.2.

KPMG Proposal embedded below

REDACTED

MCF2 RM5008 call off terms accompanies this document



RM6008-MCF2-Call-off-terms-v61.pdf