

Call Off Order Form for Management Consultancy Services
for
Probation Reform Delivery Support
between
MINISTRY OF JUSTICE
AND
KPMG LLP

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 **Management Consultancy Service** dated **04 September 2018**.

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_18522
From	Secretary of State for Justice Address: Ministry of Justice, 102 Petty France, London SW1P 9AJ ("CUSTOMER")
To	KPMG LLP Address: 15 Canada Square, London, E14 5GL ("SUPPLIER")
Date	29th December 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 4th January 2021
1.2.	Expiry Date: End date of Initial Period: 31st December 2021 End date of Extension Period: NIL Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) As per embedded business requirements included in Appendix B of the tender, embedded below. [REDACTED]
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3. PROJECT PLAN

3.1.	Project Plan:	Not applied

4. CONTRACT PERFORMANCE

4.1.	Standards: As per included in embedded Business Requirements in 2.1.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Deliverables as per bid submission. All future workpackages must be agreed in advance by both parties through formal variation to the contract, in terms of costing and delivery time.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel:
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	<p>KPMG LLP: [REDACTED] – Partner – UK Government Lead [REDACTED] – Director [REDACTED] - Senior Manager</p> <p>Ministry of Justice: [REDACTED] (Senior Responsible Owner, Probation Reform Programme) [REDACTED] (Programme Director, Probation Reform Programme) [REDACTED] (Head of Resourcing, Commissioning and Governance, Probation Reform Programme)</p>
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p> <p>None</p>

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>As per embedded Appendix E of the tender submitted by the supplier. The Contract Charges outlined in Appendix E are for the total price of the work packages as submitted in KPMGs tender response. Contract charges for future work packages will be agreed with MOJ based upon the Fixed Rate Card included in Appendix E. The maximum value of this contract is £3m, which is based on the approved budget and not the Authority's commitment to spend.</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>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted</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 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>For the term of this contract.</p>

6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Permitted
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: To be agreed with the Supplier and will be in accordance with Call of Contract Charges included in Clause 6.1 of this order form.
7.2	Supplier's limitation of Liability (Clause 37.2.1 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 150% of the total contract value.
7.3	Insurance: Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)); In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
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9.2	Commercially Sensitive Information: In Clause 35.4.6 (Transparency and Freedom of Information)
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10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 4th November 2020 Recital D - date of receipt of Call Off Tender: 23rd November 2020
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
10.6	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):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ministry of Justice, 102 Petty France, London SW1P 9AJ [REDACTED] Supplier's postal address and email address: KPMG LLP, 15 Canada Square, London, E14 5GL [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applied
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

	The Customer do not accept the disclaimer statements included in the bid submissions
10.13	Publicity and Branding: Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to 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]