

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 consultancy services dated 01 September 2021

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	
From	NHS England ("CUSTOMER")
To	KPMG LLP ("SUPPLIER")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 04/01/2021
1.2.	Expiry Date: End date of Initial Period: 31/12/2022 End date of Extension Period: 31/10/2023 Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1	Services required: 1. Develop Template Programme Business Case , including: <ul style="list-style-type: none"> a. National Strategic Case for Change; b. Economic case for system-ownership of assets; c. 'Cavell Principles of Occupation'; d. Analysis of comparable international examples
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	<p>e. Template letters of assurance, commitments to lease and other appropriate standard documentation to facilitate Cavell Centre occupation.</p> <ol style="list-style-type: none"> 2. Develop ICS maturity matrix and checklist that will set out skills and governance requirements to take on ownership and management of assets; 3. Develop design guide that will include a standard design guide and informed by inputs from procurement teams and designers to develop a kit of component parts and standard room layouts; 4. Develop lessons learned document to set out the learning of the six pioneers, the challenges overcome, and benefits; 5. Input to 'toolkit' to inform local decision making. <p>Key assumptions on scope stated in the Supplier's Tender include:</p> <ul style="list-style-type: none"> — The Supplier will require the timely provision of information requested to support the development of the case throughout the programme. — The Customer will ensure that adequate senior stakeholder time is made available to support project governance, communication and decision making in accordance with our plan. The Customer will take all management decisions. — All deliverables will be owned by National Health Service Commissioning Board (NHS England) who are responsible for quality assurance, document retention, protective marking (where appropriate) and dissemination. — At this stage, the Supplier is not required to develop demand, capacity, workforce or LTFM modelling. In relation to financial and economic analysis the Customer is responsible for specifying the requirements of that analysis and how it will be used by the Customer. A Transmittal Letter will be used where the Customer requires final analysis to be sent by the Supplier as part of handover. — The Supplier assumed an eight-hour day inclusive of a 30 minute break, so seven and a half hours of chargeable work in each day. — Team members are subject to change. — Our work under the Call Off Contract will be performed for the benefit of the Customer or Customers identified in the Call Off Contract. We will not take account of the requirements of any Contracting Authority (other than the Customer or Customers) and will owe no duty of care to such Contracting Authorities in relation to the Services; any reliance on our Services or deliverables is entirely at such a Contracting Authority's own risk. <p>Capital costings are out of scope.</p> <p>See also Call Off Schedule 2 (Services)</p>
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3. PROJECT PLAN

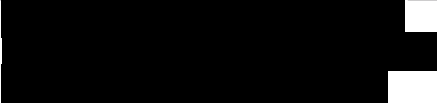
3.1.	Project Plan:
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	The Supplier shall provide the Customer with a Project Plan within 20 Working Days from the Call Off Commencement Date. As stated in 2.1 (Services required) this will be updated periodically in line with changes in the Customer requirements.
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4. CONTRACT PERFORMANCE

4.1.	Standards:	
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms	<i>Guidance Note: see Clause 39.2.1(a) (Rectification Plan Process). Confirm the maximum default period within which the Supplier should provide the Customer with a draft Rectification Plan when the Customer instructs the Supplier to follow the Rectification Plan Process.</i>

5. PERSONNEL

5.1	Key Personnel:	
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	Not applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):  Below is the rate card used to determine the fee and a breakdown of the current assumptions on allocation of days. The rate card below would be used for any further work agreed with the Client (subject to a contract variation).													
	<table border="1"> <thead> <tr> <th>MCF grade</th><th>Roles</th><th>Day rate (£)</th></tr> </thead> <tbody> <tr> <td>KPMG</td><td></td><td></td></tr> <tr> <td>Partner/ Director</td><td>Partner/ Director</td><td></td></tr> <tr> <td>Managing Consultant</td><td>Associate Director</td><td></td></tr> </tbody> </table>	MCF grade	Roles	Day rate (£)	KPMG			Partner/ Director	Partner/ Director		Managing Consultant	Associate Director		
MCF grade	Roles	Day rate (£)												
KPMG														
Partner/ Director	Partner/ Director													
Managing Consultant	Associate Director													

	Principal Consultant	Manager	
	Senior Consultant	Associate	
	Managing Consultant	Clinical Associate	
	Archus		
	Partner / Director	Director	
	Managing Consultant	Associate Director	
	Principal Consultant	Principal Director	
	Consultant	Consultant	

Role	Day Rate	No of Days	Total Price	Role overview – per proposal
KPMG				
Partner				
Director				
Associate				
Director				
Associate				
Director				
Clinical Associate				
Manager				
Associate				
Archus				
Director				
Director				
Associate				
Director				
Principal Consultant				
Total price				

6.2	Payment terms/profile The Supplier will raise invoices monthly, in arrears, based on number of days worked and day rates specified. See also 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), to NHS England X24 Payables K005 Phoenix House Topcliffe Lane Wakefield WF3 1WE

6.5	Call Off Contract Charges fixed for Contract period
6.6	Supplier periodic assessment of Call Off Contract Charges Not applicable
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 sum of [REDACTED]
7.2	Supplier's limitation of Liability Without prejudice to Clause 37.1.1, the Supplier's total aggregate liability under this Agreement shall be subject to the limitation of liability set out in Clause 37.2.1 of the Call Off Terms.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Without prejudice to Clause 38.3, the Supplier's total aggregate liability under this Agreement shall be subject to the limitation of liability set out in Clause 37.2.1 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 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 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: In Clause 2 of the Call Off Terms
9.2	Commercially Sensitive Information:

	<p>Supplier pricing and charging information as set out in this Order Form and in the Tender, for the duration of the project.</p> <p>The personal details and professional experience of the Team included in the bid.</p> <p>Otherwise, see Clause 35.4.8 of the Call Off Terms</p>
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B to E</p> <p>Recital D - date of receipt of Call Off Tender:</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Short form</p> <p>Security Policy in Schedule 7 Annex 1</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p>
10.7	NOT USED
10.8	<p>Protection of Customer Data</p> <p>It is noted that the Customer shall not provide personal data to the Supplier, other than the incidental contact details of members of the Customer's programme team. The Supplier does not require personal data for the performance of the Services (Clause 35.2.3 of the Call Off Terms)</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>NHS England Skipton House 80 London Road SE1 6LH London </p> <p>Supplier's postal address and email address:</p> <p>KPMG LLP 15 Canada Square London</p>

	E14 5GL [REDACTED]
10.10	Transparency Reports Not applicable
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>As set out in the Supplier's Tender the following are applied.</p> <p>1) Impact of illness or Government Measures</p> <p>The timing of the services and its performance will be dependent on all relevant information and documentation and access to personnel being made available to the supplier promptly as and when required by the project timetable. Supplier shall use all reasonable endeavours to meet any agreed timetable. If any stakeholder or member of either team is unavailable for an extended period of time due to sickness or measures taken to control the spread of illness, there may be a delay or cessation in the delivery of the services and the supplier will work with the customer to mitigate any impact.</p> <p>2) Draft papers and deliverables</p> <p>a) [REDACTED]</p> <p>b) Notwithstanding any other provision of this Call Off Contract, except where required by the Freedom of Information Act 200, the Customer shall not:</p> <ul style="list-style-type: none"> i) Attribute any non-Supplier branded deliverable to the supplier; or ii) Make reference to the Supplier's role in the provision of any non-Supplier branded Deliverable; <p>in each case without the Supplier's prior written consent.</p> <p>3) Audit Independence</p> <p>The supplier may terminate this Call Off Contract or any part of it upon such period of written notice as is reasonable in the circumstances if there is a change of law, rule, regulation or professional standard or circumstances arise that would prejudice the Supplier's ability to comply with applicable auditor independence requirements provided that the Supplier shall use reasonable endeavours to mitigate the impact of any such circumstances and seek a work-around solution with the Customer, prior to issuing any notice of termination.</p> <p>4) Other</p> <ul style="list-style-type: none"> • The Customer shall not provide personal data to the Supplier, other than the incidental contact details of members of your programme team. The Supplier does not require personal data for the performance of the Services. • The Supplier work under the Call Off Contract will be performed for the benefit of the Customer identified in the Call Off Contract. The Supplier will

	<p>not take account of the requirements of any other Contracting Authority (other than the Customer) and will owe no duty of care to such Contracting Authorities in relation to the Services; any reliance on the Supplier's Services or deliverables is entirely at such a Contracting Authority's own risk.</p> <p>Pursuant to clause 34.1.4 of the Call Off Terms, the Project Specific IPR, Deliverables and all materials provided by the Supplier are excluded from Open Source publication (excluded items). As such, clauses 34.10.1 – 34.10.3 would not apply to such excluded items.</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>In Clause 36.3.2 of the Call Off Terms</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>

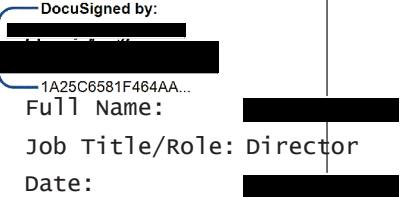
FORMATION OF CALL OFF CONTRACT

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], Director, KPMG LLP
Supplier Signature	
	

For and on behalf of the Customer:

Name and Title	[REDACTED] Director of Financial Control
Authority Signature	
	

Appendix 1: Draft Transmittal Letter

Extract from Tender submission by the Supplier to the Customer

Dear Sirs

[Model] for Project (the Project)

In accordance with the terms of our Call-Off Agreement dated *[]* (the 'engagement letter'), we have assisted you to develop an affordability model (the 'Model') to support the Project, as defined in the engagement letter. The purpose of this letter is to confirm the scope of the work we have carried out in relation to the development of the Model.

The version of the Model to which this letter relates supersedes all previous versions and is contained in file *[]* of date and time *[]* and size *[]* bytes. This version is the Model that we have assisted you to develop, for use by you solely in connection with the Project.

Our work was performed in accordance with the terms of the engagement letter and accordingly did not include any confirmation or assessment of the commercial merits, technical feasibility or compliance with any applicable legislation or regulation of the Project or the factual accuracy of the input data and the suitability, validity or completeness of the underlying assumptions.

For the avoidance of doubt, in accordance with the terms of the engagement letter, you have been and remain responsible for:

- Specifying the requirements of the Model and how it is to be used by you, in connection with the Project;
- The assumptions and input data to be used in developing and running the Model;
- Satisfying yourself that the Model has been constructed in such a way that its use will meet your objectives in all material respects;
- Performing user acceptance testing when provided with drafts of the Model;
- The uses to which the Model and output data are put by you, in connection with the Project;
- Decisions you may make with respect to the Project based on the use of the Model;
- Any modifications to the Model after its release to you and any uses or decisions made following any such modifications;
- Maintenance of the Model after its delivery to you.

You have satisfied yourselves that the Model has been constructed in such a way that its use will meet your objectives in all material respects.

[You should note that we have not addressed the following matters which, while not included in the specification, came to our attention during the course of performing our services:

[List any potential outstanding issues]

Our services have been provided solely for your benefit in accordance with the terms of our engagement letter and no reference may be made to our services save for your own internal purposes and as set out in the engagement letter. We accept no responsibility or liability in connection with the services under our engagement letter to any party other than the addressee of this letter.

If you have any questions about the Model or this letter, please contact *[]*.

In accordance with the terms of our engagement letter, unless we hear from you to the contrary in writing within 10 working days ("the Transitional Period") of your receipt of the Model, we will treat and accept your receipt of the Model as demonstration and evidence of your agreement that we have discharged our responsibilities in relation to the development of the Model and, in particular, that from the date of your receipt of the Model you will be solely responsible for its maintenance.

This will not affect your ability to raise any comments or concerns about aspects of our work or its quality after receipt of the Model but it will remove your ability to assert that we have not carried out the Model development tasks in accordance with the Model specification assigned to us under the engagement letter or that we have any responsibility for maintenance of the Model after its release to you.

If after the Transitional Period you have any additional requirements that were not in the scope of work originally agreed, please let us know and we will be happy to discuss with you any further assistance that we may be able to provide and the terms and remuneration for such assistance.

Yours faithfully

[Partner/Director],

KPMG LLP