# RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

#### **Order Form**

CALL-OFF REFERENCE: CP&F Ref: TBC

THE BUYER: Commercial X (MoD)

BUYER ADDRESS Defence Digital

MoD Corsham Westwells Road

Hawthorn SN13 9NR

THE SUPPLIER: KPMG

SUPPLIER ADDRESS: KPMG

15 Canada Square

London E14 5GL

REGISTRATION NUMBER: OC301540

DUNS NUMBER: **423916167** 

SID4GOV ID:

#### **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 1<sup>st</sup> November 2024

It's issued under the Framework Contract with the reference number RM6187 for the provision of

#### CALL-OFF LOT(S):

Lot 4 - Finance

#### **Call-off incorporated terms**

The following documents are incorporated into this Call-Off Contract.

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

- 1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6187
- 3. The following Schedules in equal order of precedence:

#### Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

#### **Call-Off Schedules**

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 17 (MOD Terms)

#### **CCS Core Terms**

• Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### Call-off special terms

Where we provide accounting advice as part of the Services:

- Our advice shall be our interpretation of the relevant accounting standards in force at the time of our advice, as they apply to our understanding of the situation described by you; and
- There is no assurance or guarantee that any advice that we provide shall accord with the views of any relevant authority responsible for setting accounting standards or for the oversight and enforcement of such standards; nor that our advice shall accord with advice that you may receive from other advisers.

Call-off start date: 1st November 2024

Call-off expiry date: 31st March 2025

Call-off initial period: 21 weeks

# Call-off optional extension period: 3 calendar months following agreement with the Buyer

#### Call-off deliverables:

Output	What it is	What it isn't
Financial strategic and operational support	There is a requirement to engage support from a 3rd party to support the programme in relation to finance activities, including but not limited to:  • Support the Commercial X Programme Director through analysis, input at meetings and drafting of documents where required with determining the funding arrangements for Commercial X  • Tracking and reporting on costs incurred by Commercial X  • Support the development of processes and materials for Commercial X Officers where there are financial implications of their duties  • Assist Pathfinders (Commercial X Officers) with answering questions about the finance section of business cases.  Ultimately, the aim is to transition this activity, where it is Business-As-Usual, to a permanent member of staff, however, capacity doesn't currently exist, and an interim solution is required.  The formal acceptance of the support will be through email approval of the Weekly Status Report completed by KPMG and provided to Commercial X. The Weekly Report will detail the work performed as part of our support in the past week, planned work for the following week and any risks / mitigations associated with our work. The Weekly Report will not be KPMG branded.	A Service to deliver support that is not governed by the project lead.  A Secondment of KPMG staff.

Our ability to provide the Services will depend upon the timely provision of information and availably of the Buyer's staff. If these dependencies are not met, we may be unable to provide the Services as agreed via email and/or there may be additional time and cost.

## Security

Short form security requirements apply

#### **Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£104,000 exc VAT

#### Call-off charges

KPMG's support will be charged on a time and material basis using a daily rate based on an 8-hour day. This will include all time worked during the Call-Off period including that time worked prior to the signing of the Call-off Form. The following daily rates are applicable:

Grade	Daily Rate (£ exc VAT)
Partner	2,950
Managing Consultant / Director	2,350
Principal Consultant	1,350
Senior Consultant	1,200
Consultant	1,100
Junior Consultant	970

The rates are predicated on an 8-hour working day and any additional hours beyond this shall be charged on a pro-rata basis.

The finance support will predominately be provided by a Senior Consultant with additional support from other KPMG staff and grades provided as and when required.

The charges will be invoiced on a monthly basis supported by timesheets defining the number of days completed in the previous calendar month.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

Specific Change in Law

#### Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

#### Payment method

Invoices must be completed and submitted via Contracting, Purchasing and Finance (CP&F) and Defence Sourcing Portal (Contracting, Purchasing and Finance (CP&F) and Defence Sourcing Portal (DSP) tools - GOV.UK (www.gov.uk)). Invoices will be paid within 30 days of receipt of a valid invoice by BACS to supplied bank details.

Buyer's invoice address Mod
DBS Finance Walker House Exchange Flags
Liverpool L2 3YL dbscsecfinanceteam@mod.uk

#### FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives will not apply for this call-off

### Buyer's authorised representative and Project Lead

Sally Watts
Programme Director
sally.watts121@mod.gov.uk
MOD Corsham
Main Building
Park Lane
Corsham Wiltshire SN13 9NR

#### Buyer's security policy

Located here: <u>Security policy framework: protecting government assets - GOV.UK</u> (www.gov.uk)

#### Supplier's authorised representative

Matt Hazell Director KPMG matthew.hazell@KPMG.co.uk 15 Canada Square | London | E14 5GL

#### Supplier's contract manager

Santa Taimina Manager KPMG <u>santa.taimina@KPMG.co.uk</u> 15 Canada Square | London | E14 5GL

#### **Progress report frequency**

Weekly progress reports will be provided by KPMG

#### **Progress meeting frequency**

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N/A

Key staff

N/A

Key subcontractor(s) N/A

Commercially sensitive information N/A

Service credits

N/A

**Additional insurances** 

N/A

Guarantee

N/A

Buyer's environmental and social value policy

Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)

Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf (publishing.service.gov.uk)

#### Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

#### Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature:

Name: Matt Hazell

Role: Director

Date: 11 November 2024

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# For and on behalf of the Buyer:

Signature: Rob Whitman

Name: Rob Whitman

Role: Defence Digital Commercial Dep Head

Date: 05/11/2024